

# **Exhibit 23**

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

-----X

ROSS UNIVERSITY SCHOOL OF

MEDICINE, LTD.,

Plaintiff,

-against-

Index No.:  
09CIV1410

BROOKLYN QUEENS HEALTH CARE,

INC., and WYCKOFF HEIGHTS MEDICAL

CENTER,

Defendants.

-----X

45 Rockefeller Plaza  
11th Floor  
New York, New York

July 1, 2010  
10:12 p.m.

EXAMINATION BEFORE TRIAL of  
JULIUS ROMERO, a representative of the  
Defendants in the above-entitled action,  
taken on behalf of the Plaintiff, held at  
the above time and place, and taken before  
Binita Shrestha, a reporter and Notary  
Public within and for the State of New York.

## 1 APPEARANCES:

2  
3 BAKER HOSTETLER, LLP.  
4 Attorneys for Plaintiff  
5 45 Rockefeller Plaza, 11th Floor  
6 New York, New York, 10111  
7 Tel: 212-589-4200  
8 BY: GEORGE J. TZANETOPOULOS, ESQ.

## 10 K &amp; L GATES, LLP.

11 Attorneys for Defendants  
12 599 Lexington Avenue  
13 New York, New York, 10022  
14 Tel: 212-536-3900  
15 BY: WALTER P. LOUGHLIN, ESQ.

## 17 Also Present:

18 Michael Augusta - Legal Intern  
19 K & L Gates, LLP.

## 1 J. ROMERO

2 JULIUS ROMERO,  
3 the witness herein, having first been  
4 duly sworn by a Notary Public of the  
5 State of New York, was examined and  
6 testified as follows:

## 7 EXAMINATION BY

## 8 MR. TZANETOPOULOS:

9 (Documents premarked as Romero  
10 Exhibits 1 through 7 for  
11 identification as of this date.)

12 Q. Please state your name for the  
13 record.

14 A. Julius Romero.

15 Q. Please state your business address.

16 A. Wyckoff Heights Medical Center, 374  
17 Stockholm Street, Brooklyn, New York, 11237.

18 Q. Mr. Romero, have you ever given a  
19 deposition before?

20 A. No.

21 Q. Let me tell you a little bit -- I'm  
22 sure Mr. Loughlin has talked to you but let  
23 me tell you a little bit about what will  
24 happen today. I'll ask a series of  
25 questions. I'll ask you to answer them. A

1 IT IS HEREBY STIPULATED AND AGREED by  
2 and between the attorneys for the respective  
3 parties herein that the sealing, filing and  
4 certification of the within deposition be  
5 waived; that such deposition may be signed  
6 and sworn to before any officer authorized  
7 to administer an oath, with the same force  
8 and effect as if signed and sworn to before  
9 whom said deposition was taken.

10 IT IS FURTHER STIPULATED AND AGREED that  
11 all objections, except as to form, are  
12 reserved to the time of trial.

13 IT IS FURTHER STIPULATED AND AGREED that  
14 counsel for the witnesses appearing herein  
15 shall be furnished with a copy of the within  
16 deposition without cost.

## 3 J. ROMERO

4 court reporter will write down what's said.  
5 Because she is writing it down, just a few  
6 rules that people sometimes forget: You do  
7 have to answer in words, so nodding your  
8 head or saying uh-huh or uh-uh doesn't work.  
9 You're likely to forget that. Between the  
10 two of us, we'll help you remember, but if  
11 you can try that, it will be great, okay?

12 A. Okay.

13 Q. If at any time you need a break, let  
14 us know. I'll be happy to take one. If you  
15 don't understand me or don't hear my  
16 question, just ask me to say the question  
17 again, and I'll be happy to repeat it, okay?

18 A. Okay.

19 Q. What did you do to prepare for  
20 today's deposition?

21 A. Can you be more specific?

22 Q. Sure. Did you meet with anyone to  
23 prepare for today?

24 A. Yes.

25 Q. With whom?

A. With Mr. Loughlin.

Q. Was anybody else present when you

1                   **J. ROMERO**  
 2 met with Mr. Loughlin?  
 3                   A. Yes.  
 4                   **Q. Who else was there?**  
 5                   A. Mr. Rober, R-O-B-E-R.  
 6                   MR. LOUGHLIN: That's an  
 7 associate of mine.  
 8                   **Q. Was anybody else present other than**  
 9 **Mr. Loughlin and Mr. Rober?**  
 10                  A. No.  
 11                  **Q. Where did you meet them?**  
 12                  A. At Wyckoff Heights Medical Center.  
 13                  **Q. And for how long?**  
 14                  A. About half a day.  
 15                  **Q. Did you review documents to help**  
 16 **refresh your memory about events?**  
 17                  A. Yes.  
 18                  **Q. What documents did you look at?**  
 19                  A. Some e-mails.  
 20                  **Q. Anything else?**  
 21                  A. I believe the contract.  
 22                  **Q. Anything else?**  
 23                  A. No.  
 24                  **Q. Aside from Mr. Loughlin and Mr.**  
 25 **Rober, have you talked to anybody at the**

6  
 1                   **J. ROMERO**  
 2 to the general counsel about the  
 3 subject of his testimony today  
 4 doesn't affect the fact that it's  
 5 privileged.  
 6                   MR. TZANETOPOULOS: We can take  
 7 that up later.  
 8                   **Q. Mr. Romero, other than Mr. Hoffman,**  
 9 **did you speak to anyone at the hospital to**  
 10 **refresh your recollection about events?**  
 11                  MR. LOUGHLIN: Objection to  
 12 form.  
 13                  MR. TZANETOPOULOS: You can  
 14 answer.  
 15                  THE WITNESS: What is the  
 16 question, please?  
 17                  **Q. Sure. You say you talked to Mr.**  
 18 **Loughlin, Mr. Rober, and Mr. Hoffman. My**  
 19 **question is is there anybody else at Wyckoff**  
 20 **that you talked with to refresh yourself**  
 21 **about the events that might come up today?**  
 22                  A. No.  
 23                  **Q. Have you spoken with Harold McDonald**  
 24 **in the last week?**  
 25                  A. No.

7  
 1                   **J. ROMERO**  
 2 hospital about the events to help refresh  
 3 your recollection for today?  
 4                  A. Yes.  
 5                  **Q. With whom did you speak?**  
 6                  A. David Hoffman.  
 7                  **Q. And in substance, what did you and**  
 8 **Mr. Hoffman say to one another?**  
 9                  MR. LOUGHLIN: Objection.  
 10                 That's privileged. I instruct you  
 11 not to answer.  
 12                 MR. TZANETOPOULOS: I asked it  
 13 to refresh his recollection.  
 14                 MR. LOUGHLIN: You can't probe  
 15 communications between Mr. Romero  
 16 and the general counsel of the  
 17 hospital in preparation of his  
 18 testimony today. That's privileged.  
 19                 MR. TZANETOPOULOS: Under Rule  
 20 612 it's admissible and it's  
 21 discoverable.  
 22                 MR. LOUGHLIN: I'm instructing  
 23 him not to answer just because you  
 24 phrased the question in a way to  
 25 trick him into saying that he spoke

9  
 1                   **J. ROMERO**  
 2                  **Q. When is the last time that you did**  
 3 **speak with Mr. McDonald?**  
 4                  A. About a month ago.  
 5                  **Q. And what was the topic of your**  
 6 **conversation between you and he?**  
 7                  A. It was about hiring an attending  
 8 physician for him at Kingsbrook.  
 9                  **Q. How old are you, sir?**  
 10                 A. 38.  
 11                  **Q. What is your home address?**  
 12                 A. 2 Bay Club Drive, Bayside, New York.  
 13                  **Q. What is the highest level of**  
 14 **education which you've attained?**  
 15                 A. Bachelors.  
 16                  **Q. Where did you take your Bachelor's**  
 17 **degree?**  
 18                 A. New York University.  
 19                  **Q. In what year did you receive that**  
 20 **degree?**  
 21                 A. 1995.  
 22                  **Q. In what was your degree?**  
 23                 A. Health administration.  
 24                  **Q. If you could give us the short**  
 25 **version of the Julius Romero CV from when**

1                   **J. ROMERO**  
 2       **you got out of school to the present?**  
 3       A. I was employed at Wyckoff since  
 4 college, NYU, since 1990, intermittently  
 5 employed, laid off in '95 for six months,  
 6 went back to Wyckoff again. So it's pretty  
 7 much Wyckoff Heights Medical Center all  
 8 throughout, 21 years.  
 9       **Q. You started at Wyckoff in 1990.**  
 10      **What was your position then?**  
 11      A. I was a night clerk.  
 12      **Q. What did you do?**  
 13      A. Data entry for ER records.  
 14      **Q. And then after the night clerk**  
 15      **position, what was next?**  
 16      A. Manager of medical records.  
 17      **Q. During what period of time did you**  
 18      **hold that position?**  
 19      A. I believe '92 to '95.  
 20      **Q. And the '95 layoff, was it from the**  
 21      **medical records position?**  
 22      A. Yes. In '95 I worked at the Long  
 23 Island College Hospital.  
 24      **Q. When did you return to Wyckoff?**  
 25      A. October '95.

1                   **J. ROMERO**  
 2       A. In 2000 I was hired as coordinator  
 3 for medical education.  
 4       **Q. How long did you hold that position?**  
 5       A. A good two years.  
 6       **Q. Give or take 2002?**  
 7       A. 2002.  
 8       **Q. What did you do as coordinator for**  
 9      **medical education?**  
 10      A. I was asked to schedule and to form  
 11 affiliation agreements with medical schools  
 12 under my supervisor.  
 13      **Q. Who was your supervisor?**  
 14      A. Dr. Ken Freiberg, F-R-E-I-B-E-R-G.  
 15      **Q. Did your position as coordinator for**  
 16      **medical education encompass tasks with**  
 17      **respect to residence, or just medical**  
 18      **students, or both?**  
 19      A. It's both.  
 20      **Q. Is it correct that at Wyckoff**  
 21      **Heights at the time, the hospital provided**  
 22      **clinical clerkship rotations for students**  
 23      **who were in medical school, correct?**  
 24      MR. LOUGHLIN: Are you saying  
 25      around 2000?

11                  J. ROMERO  
 1       **Q. When you returned to Wyckoff, in**  
 2      **what position were you employed?**  
 3      A. Yes.  
 4      **Q. What was your position then?**  
 5      A. Manager of gastroenterology.  
 6      **Q. What did you do as the manager of**  
 7      **gastroenterology?**  
 8      A. I managed the GI unit of the  
 9 institution, and I did special projects for  
 10 the hospital.  
 11     **Q. And when you say you managed the GI**  
 12     **unit, the day-to-day tasks, what does that**  
 13     **involve?**  
 14     A. It would be payroll, billing,  
 15 scheduling, staffing.  
 16     **Q. And the payroll and scheduling,**  
 17     **would that be payroll and scheduling for**  
 18     **staff or also for physicians?**  
 19     A. Only staff.  
 20     **Q. How long did you hold the position**  
 21     **as manager of the GI unit?**  
 22     A. About five years.  
 23     **Q. So until about 2000. What did you**  
 24     **do next?**

13                  J. ROMERO  
 1       MR. TZANETOPOULOS: 2000 to  
 2      2002.  
 3       THE WITNESS: Correct.  
 4       **Q. Also, the hospital provided**  
 5      **residencies for graduates of the medical**  
 6      **schools also, correct?**  
 7      A. Yes.  
 8      **Q. And your job encompassed managing**  
 9      **schedules and affiliation contracts with**  
 10     **respect to both?**  
 11     A. With respect to medical schools.  
 12     **Q. Let me try it again. So you had**  
 13     **affiliations contracts with medical schools**  
 14     **for medical students, right?**  
 15     A. Right.  
 16     **Q. You scheduled medical students in**  
 17     **their rotations at Wyckoff?**  
 18     A. For medical students, yes.  
 19     **Q. What did you do with respect to**  
 20     **residency?**  
 21     A. I assisted the director of medical  
 22 education in orientation, and scheduling,  
 23 and credits.  
 24     **Q. And that director would be Dr.**

	14		16
1	J. ROMERO	1	J. ROMERO
2	Freiberg?	2	A. From the hospital side, no.
3	A. Correct.	3	Q. During that period of time, I take
4	Q. Is there anything else that your job	4	it, it was Mr. Gio who had final say so on
5	encompassed in the 2000-2002 time frame?	5	your side on contract terms?
6	A. Just daily administrative tasks.	6	MR. LOUGHLIN: 2002 to 2006?
7	Q. In and around residency of medical	7	MR. TZANETOPOULOS: Yes.
8	students?	8	THE WITNESS: Yes.
9	A. That's correct.	9	Q. Let's roll forward. After the
10	Q. After being coordinator of medical	10	assistant director for medical education,
11	education, what was the next job?	11	what was your next job?
12	A. Assistant director.	12	A. Assistant vice president.
13	Q. Assistant director for medical	13	Q. For medical education?
14	education?	14	A. Yes.
15	A. That's correct.	15	Q. During what period of time were you
16	Q. At the time, was there a department	16	assistant vice president for medical
17	of medical education or something like that	17	education?
18	at Wyckoff?	18	A. 2006 to 2010.
19	A. Yes.	19	Q. Did your job change at all with this
20	Q. What was the name of the department?	20	change of title?
21	A. It's the department of medical	21	A. Not in function.
22	education.	22	Q. Did it change at all?
23	Q. During what period of time were you	23	A. Yes.
24	assistant director?	24	Q. How did it change?
25	A. I believe 2002 to 2006.	25	A. It was just more expansive
	15		17
1	J. ROMERO	1	J. ROMERO
2	Q. Did your tasks change at all with	2	volume-wise as far as the demand for time
3	the change of title?	3	and hours spent.
4	A. It was, in my opinion, the same.	4	Q. Is it correct then that the tasks
5	Q. Hopefully pay raise at least?	5	were the same but you got assigned more of
6	A. Yes.	6	them?
7	Q. So better title, pay raise, but same	7	A. Correct.
8	job?	8	Q. To whom did you report when you were
9	A. It is the same job.	9	assistant vice president for medical
10	Q. During the period from 2002 through	10	education?
11	2006 when you were a coordinator for medical	11	A. To the CEO, CFO, and the COO.
12	education and assistant director for medical	12	Q. So is it correct that once you
13	education at Wyckoff, did you do the actual	13	became assistant vice president for medical
14	negotiating with medical schools for	14	education, you no longer reported to Dr.
15	affiliation agreements?	15	Freiberg?
16	A. I was involved.	16	A. I still worked with Dr. Freiberg.
17	Q. During that period of time, who else	17	Q. My question is supervising and
18	was involved?	18	reporting relationships. Once you became
19	A. My supervisor, Dr. Frieberg.	19	assistant vice president, was Dr. Freiberg
20	Q. Anybody else?	20	your boss, or the CEO, or CFO, or COO --
21	A. It would be our president and CEO at	21	A. Yes, he was still my boss.
22	that time.	22	Q. What was Dr. Freiberg's title again?
23	Q. Is that Dominick Gio?	23	A. He's vice president for medical
24	A. Yes.	24	education and director of medical education.
25	Q. Anyone else?	25	Q. After the assistant vice president

**J. ROMERO**

1 for medical education position, what's next?

2 A. Associate vice president.

3 Q. How did your task change once you  
4 became associate vice president for medical  
5 education?

6 A. I had additional responsibilities.

7 Q. What were those?

8 A. Budgeting, departmental budgeting,  
9 and physician payment.

10 Q. Any other additional  
11 responsibilities?

12 A. No.

13 Q. Did you continue to have the  
14 responsibility that you did before for  
15 affiliation agreements and scheduling?

16 A. Yes.

17 Q. Is the associate vice president for  
18 medical education position the one that you  
19 hold today?

20 A. Yes.

21 Q. In any period of time did you hold a  
22 position for Brooklyn Queens Health Care?

23 A. No, I'm not aware.

24 Q. And at any period of time, did you

**J. ROMERO**

1 District Court Southern District of Florida  
2 captioned American University of the  
3 Caribbean and some others v. Caritas Health  
4 Care. It's a notice of filing supplemental  
5 declaration of Julius Romero, and then  
6 attached to the notice is the supplemental  
7 declaration of Julius Romero. I'll show you  
8 that. Take a minute to look at it and then  
9 I'll have some questions.

10 A. Ready.

11 Q. Mr. Romero, have you had a chance to  
12 review Exhibit Number 8?

13 A. Yes.

14 Q. And on page 2 of 2 of the affidavit,  
15 is that your signature?

16 A. It is.

17 Q. This is a declaration that you  
18 signed in connection with the lawsuit  
19 between American University of the Caribbean  
20 and Caritas, Wyckoff, and Brooklyn Queens  
21 Health Care, is it not?

22 A. Yes.

23 Q. Are the statements set forth in the  
24 this declaration correct?

**J. ROMERO**

1 hold a position for Caritas Health Care?

2 A. Yes.

3 Q. What was your position there?

4 A. Assistant vice president.

5 Q. For medical education?

6 A. Medical education.

7 Q. During what period of time did you  
8 hold the position as assistant vice  
9 president of medical education for Caritas  
10 Health Care?

11 A. I believe 2007 until closure.

12 Q. Closure was February or March of  
13 2009?

14 A. I'm not sure.

15 MR. TZANETOPOULOS: Let's mark  
16 these as Exhibits 8 and 9.

17 (Whereupon, the aforementioned  
18 documents were marked as Romero  
19 Exhibit 8 and 9 for  
20 identification as of this date.)

21 Q. Mr. Romero, let me show you a  
22 document that the court reporter has marked  
23 as Exhibit 8. It appears to be a paper  
24 filed in the case in the United States

**J. ROMERO**

1 A. Yes.

2 Q. Is it correct then that you were  
3 assistant vice president for medical  
4 education for Brooklyn Queens Health Care,  
5 Inc.?

6 A. As stated on the document, yes.

7 Q. Is there any other way that you  
8 were?

9 MR. LOUGHLIN: If you don't  
10 remember whether or not you were  
11 ever appointed to that position, you  
12 can say that, but just, you know,  
13 explain to him whether you believe  
14 at that time that you had that  
15 position.

16 THE WITNESS: At that time, I  
17 believed I was working at Wyckoff  
18 Heights Medical Center and Caritas  
19 Health Care.

20 Q. My question, sir, is was there a  
21 time that you signed the declaration in  
22 Exhibit 9 as assistant vice president for  
23 medical education for Brooklyn Queens Health  
24 Care?

22

24

1           **J. ROMERO**

2       A. Yes, in that capacity.

3       **Q. Is it true that it is in your**  
 4     capacity as assistant vice president for  
 5     medical education for Brooklyn Queens Health  
 6     Care that you oversaw the clinical clerkship  
 7     programs at Caritas's two hospitals and at  
 8     Wyckoff?

9       A. Yes.

10      **Q. You were aware, were you not, at the**  
 11     time you signed the declaration marked  
 12     Exhibit 8 that Wyckoff and Brooklyn Queens  
 13     Health Care and Caritas Health Care were in  
 14     a lawsuit with the American University of  
 15     the Caribbean?

16      A. Yes.

17      **Q. You knew that AUC was looking to**  
 18     recover money from Caritas, and Wyckoff, and  
 19     BQHC, correct?

20      A. Could you restate that question?

21      **Q. At the time you signed this, you**  
 22     knew that AUC was suing to get money from  
 23     the hospitals.

24      A. I knew that AUC was suing for money  
 25     from Caritas.

1           **J. ROMERO**

2     under the penalty of perjury?

3       A. Yes.

4       **Q. Mr. Romero, let me show to you a**  
 5     document that the court reporter has marked  
 6     as Exhibit Number 9. Exhibit 9 is a  
 7     different notice of filing supplemental  
 8     declaration of Julius Romero, and the  
 9     caption is American University of the  
 10    Caribbean and others versus Caritas Health  
 11    Care and others pending in the United States  
 12    District Court for the Southern District of  
 13    Florida and attached to that another and  
 14    different supplemental declaration of Julius  
 15    Romero. Again, sir, take a moment to look  
 16    at that and I'll ask you questions.

17      A. Okay.

18      **Q. Mr. Romero, have you had a chance to**  
 19     review Exhibit Number 9?

20      A. Yes.

21      **Q. On page 7 of 7 of the declaration,**  
 22     is that your signature?

23      A. Yes.

24      **Q. And again, you understood, at the**  
 25     time you signed this, that you were making

23

25

1           **J. ROMERO**

2       **Q. Did you know that they wanted money**  
 3     from Wyckoff and Brooklyn Queens also?

4       A. I don't remember.

5       **Q. When you signed this declaration,**  
 6     did you understand it to be the case that  
 7     the declaration would be filed to support  
 8     the hospital's position in this lawsuit,  
 9     this lawsuit being the AUC lawsuit?

10      A. No, I have a vague recollection of  
 11     the time when I signed the declaration.

12      **Q. Did you know what this declaration**  
 13     was going to be used for?

14      A. In a limited way, yes.

15      **Q. What did you understand its purpose**  
 16     **to be?**

17      A. It would be used by our counsel to  
 18     attest to the clerkship placements made to  
 19     AUC students.

20      **Q. Did you understand at the time that**  
 21     you signed it that what was said in here  
 22     must be true?

23      A. Correct.

24      **Q. And you understood at that time that**  
 25     if it were untrue, you were stating this

1           **J. ROMERO**

2     these statements under penalty of perjury?

3       A. Yes.

4       **Q. Are the statements in the**  
 5     declaration marked Exhibit 9 true?

6       A. Yes.

7       **Q. If I can direct your attention,**  
 8     please, to paragraph 6 of your declaration,  
 9     it says, "As I stated in my original  
 10    declaration, I was directly involved in the  
 11    negotiations that led to the execution of a  
 12    December 1, 2006 promissory note agreement  
 13    between Defendant Caritas and Plaintiff  
 14    American University of the Caribbean." Is  
 15    that correct?

16      A. Yes.

17      **Q. Who else from the hospital side was**  
 18     involved in those negotiations?

19      A. Our general counsel, Mr. Hoffman.

20      **Q. David Hoffman?**

21      A. Yes, our COO at that time, Harold  
 22     McDonald, our CEO at that time, Dominick  
 23     Gio, our CFO at that time, Wah Chung Hsu,  
 24     W-A-H, C-H-U-N-G, H-S-U, and the Caritas  
 25     CFO, Richard Sarli, S-A-R-L-I, from Caritas

1 J. ROMERO  
 2 Planning.  
 3 Q. Anybody else from the hospital side?  
 4 A. In a limited way, Dr. Freiberg.  
 5 Q. Anybody else?  
 6 A. None that I can recall.  
 7 Q. How about for the American  
 8 University of the Caribbean, with whom did  
 9 you deal with from AUC?  
 10 A. Cynthia Holden, counsel; the  
 11 clinical dean, I can't recall his name,  
 12 sorry; their clinical manager at that time,  
 13 I don't have the name; Mr. Yife Tien, and  
 14 there was another lawyer, I believe, Robert  
 15 Black.  
 16 Q. As indicated in paragraph 6 of your  
 17 declaration, those negotiations did in fact  
 18 lead to the execution of the December 1,  
 19 2006 promissory note agreement, correct?  
 20 A. Correct.  
 21 Q. Mr. Romero, I have handed to you a  
 22 document that the court reporter has marked  
 23 as Deposition Exhibit Number 4 entitled  
 24 Promissory Note, December 1, 2006. Is  
 25 deposition Exhibit 4 the promissory note to

1 J. ROMERO  
 2 100 medical student core clerkships at the  
 3 two Caritas hospitals?  
 4 A. Yes.  
 5 Q. Were there more than 100 core  
 6 clerkships ever provided at those two  
 7 hospitals during that time frame?  
 8 A. No.  
 9 Q. Is it also correct that for core  
 10 clerkships, only two medical schools  
 11 provided medical students for those  
 12 rotations?  
 13 A. Only two to my knowledge.  
 14 Q. And that was Ross University School  
 15 of Medicine and the American University of  
 16 the Caribbean; is that correct?  
 17 A. That's correct.  
 18 Q. How many elective clerkship  
 19 rotations were offered at St. John's and  
 20 Mary Immaculate?  
 21 A. It varied.  
 22 Q. What was the range?  
 23 A. The range would be 20 to 50 to my  
 24 recollection.  
 25 Q. Did the American University of the

27  
 1 J. ROMERO  
 2 which you referred in paragraph 6 of the  
 3 declaration?  
 4 A. I believe this is the promissory  
 5 note.  
 6 Q. If I could refer back to the  
 7 declaration, Exhibit 9, and in particular to  
 8 paragraph 10 of your declaration, I'm  
 9 summarizing, it says that from the inception  
 10 of the AUC Caritas relationship of December  
 11 2006, 50 of the -- let me just ask you this:  
 12 Caritas owned, did it not, two hospitals?  
 13 A. Operated two hospitals.  
 14 Q. And those hospitals were Mary  
 15 Immaculate Hospital and St. John's Hospital,  
 16 correct?  
 17 A. Yes.  
 18 Q. Who owned those hospitals?  
 19 A. I didn't know.  
 20 Q. Did Caritas operate any other  
 21 hospitals other than Mary Immaculate  
 22 Hospital and St. John's?  
 23 A. Not to my knowledge.  
 24 Q. Is it correct that during the 2006  
 25 to March 2008 time frame, there were only

29  
 1 J. ROMERO  
 2 Caribbean send its students through those  
 3 elective clerkships?  
 4 A. At certain times.  
 5 Q. Did Ross?  
 6 A. Yes.  
 7 Q. Were there any other medical schools  
 8 that had students for elective rotations at  
 9 the Caritas hospitals?  
 10 A. Yes.  
 11 Q. Which other schools?  
 12 A. New York Medical College.  
 13 Q. How many clerks at any given time  
 14 did you have from New York Medical College?  
 15 A. I don't know. I didn't operate  
 16 them. I didn't place them.  
 17 Q. Who did the placing of medical  
 18 schools for clerkships at the two Caritas  
 19 hospitals?  
 20 A. I believe at that time New York  
 21 Medical College.  
 22 Q. And from the hospital side, who made  
 23 the arrangements?  
 24 A. I don't know.  
 25 Q. Administratively did the New York

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1 college clerks run outside the ambit of your  
 2 group?

3 A. They were absolutely separate and  
 4 distinct.

5 Q. So when you were assistant vice  
 6 president for medical education for BQHC,  
 7 you had a group of clerks for whom you had  
 8 administrative responsibility, and New York  
 9 Medical did their own thing; is that  
 10 correct?

11 A. That's correct.

12 Q. For those that you had  
 13 responsibility for, were the only two  
 14 schools who had clerks at the Caritas  
 15 hospitals Ross and AUC?

16 A. From my recollection, yes. Every  
 17 now and then, physicians would bring in an  
 18 observer or two, which did not go through my  
 19 office, which I objected to.

20 Q. Is it correct that the only medical  
 21 student clerks at the Caritas hospitals for  
 22 whom any BQHC affiliate was paid by a  
 23 medical school were from AUC or from Ross?

24 A. From my recollection, yes.

**J. ROMERO**

1 Q. Mr. Romero, let me show you two  
 2 documents that the court reporter has marked  
 3 as Exhibits 1 and 2. Have you had a chance  
 4 to look at Exhibits 1 and 2?

5 A. Yes.

6 Q. Exhibit 1 is a letter dated  
 7 August 21st, 2006, from Dominick Gio,  
 8 president and chief executive officer of  
 9 Wyckoff Heights Medical Center to Yife Tien,  
 10 chief executive officer of the American  
 11 University of the Caribbean. It's been  
 12 marked with Bates numbers ROSS 0607 and ROSS  
 13 0608. Exhibit 2 is an August 21st, 2006,  
 14 letter from Dominick Gio, president and  
 15 chief executive officer of Wyckoff Heights  
 16 Medical Center to Nancy Perri, vice  
 17 president, academic affairs, Ross University  
 18 School of Medicine. Mr. Romero, did you work  
 19 on preparing these offer letters?

20 A. No.

21 Q. Who put these together?

22 MR. LOUGHLIN: If you know.

23 THE WITNESS: I don't.

24 Q. Before August 21st, 2006, had you,

**J. ROMERO**

1 either on your own or with anybody else,  
 2 worked on plans for prepaid clinical  
 3 rotation contracts for the Caritas  
 4 hospitals?

5 A. No.

6 Q. Did you know who did?

7 A. From what I recall, it was Dominick  
 8 Gio and Harold McDonald.

9 Q. And at that time, Mr. Gio was  
 10 president and chief executive officer of  
 11 Wyckoff, wasn't he?

12 A. Yes.

13 Q. And Mr. McDonald was chief operating  
 14 officer of Wyckoff.

15 A. Yes.

16 Q. Do you know if offer letters like  
 17 Exhibits 1 and 2 went to any other medical  
 18 schools?

19 A. Yes.

20 Q. Which schools did they go to?

21 A. From what I recall, St. Matthews  
 22 University, and Hope Medical Institute.

23 Q. Any other schools?

24 A. No, none that I can recall.

**J. ROMERO**

1 Q. Now, you said you worked on the  
 2 negotiations that led up to the AUC  
 3 agreement. Did you also work on the  
 4 negotiations that led up to the agreement  
 5 with Ross?

6 A. Yes.

7 Q. Who directed you to work on those  
 8 agreements or on these negotiations?

9 A. Mr. Gio and Mr. McDonald.

10 Q. What was your role in the  
 11 negotiations with Ross?

12 A. In my terms, a liaison for messages  
 13 between the hospital and the school.

14 Q. What was your role in the  
 15 negotiations with American University of the  
 16 Caribbean?

17 A. It would be the same way, as a  
 18 liaison.

19 Q. For the hospital side of things,  
 20 were you the business person with  
 21 decision-making authority on deal points in  
 22 these negotiations?

23 A. No.

24 Q. For the hospital side, let's talk

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2 for a moment about the negotiation with  
 3 Ross, and then we'll talk about AUC, but  
 4 with respect to negotiations leading up to  
 5 the Ross contract, was it the usual practice  
 6 on the hospital side, when a substantive  
 7 deal point came up, that you got direction  
 8 either from Mr. Gio or Mr. McDonald to  
 9 transmit to Ross?

10 A. I would always check on deal points  
 11 with my superiors.

## 12 Q. Which people?

13 A. Mr. Gio, Mr. McDonald, at times Dr.  
 14 Freiberg, Mr. Hoffman, and even sometimes  
 15 the chairman, chairman of the clinical  
 16 services involved in teaching the medical  
 17 students.

## 18 Q. Who was that person?

19 A. For medicine it would be doctor  
 20 Chandra Pradeep, C-H-A-N-D-R-A,  
 21 P-R-A-D-E-E-P.

22 Q. Anybody else? Was there  
 23 Dr. Denton involved here?

24 A. That's for the Caritas side later  
 25 on. The answer is no.

## 1 J. ROMERO

2 Q. Let's talk about the AUC promissory  
 3 note again, that's Exhibit 4. Mr. Loughlin  
 4 pointed to this part earlier but what I  
 5 would like to direct your attention in  
 6 Exhibit 4 is paragraph 4 on page 6 of 10.  
 7 If I could direct your attention to the  
 8 signature page, the last page of the  
 9 exhibit. Is that Mr. Gio's signature for  
 10 each of Brooklyn Queens Health Care, and  
 11 Caritas Health Care Planning, and Wyckoff  
 12 Heights Medical Center?

13 A. I believe so.

14 Q. Paragraph 4 on page 6 of 10 reads,  
 15 "Brooklyn Queens acknowledges and agrees on  
 16 behalf of its wholly-owned subsidiary,  
 17 Wyckoff, that a default, as defined in  
 18 section 2 paragraph 5 herein, by Brooklyn  
 19 Queens, Caritas, MIH, and SJQH collectively  
 20 during the term of the note agreement will  
 21 obligate Wyckoff to assume responsibility to  
 22 this note agreement," and then it goes on to  
 23 talk about what the responsibilities are. In  
 24 your role as liaison on in this negotiation,  
 25 did you have discussions about this term or

35

37

## 1 J. ROMERO

2 Q. Well, on the hospital side in terms  
 3 of money, price, interest, guarantees --  
 4 would it be fair, as a general matter, to  
 5 call those commercial terms of these  
 6 contracts?

7 MR. LOUGHLIN: Objection, form.

8 Q. In terms of price, the amount of the  
 9 money to be prepaid and guarantees that were  
 10 involved, who were the business people on  
 11 the hospital side that had decision-making  
 12 authority about those kinds of terms?

13 A. It would be the CEO, COO, and CFO.

14 Q. Mr. Gio, Mr. McDonald, and Mr.  
 15 Sarli?

16 A. And Mr. Hsu, H-S-U.

17 Q. Anybody else?

18 A. None that I can recall.

19 Q. Now, in your negotiations with  
 20 American University of the Caribbean, would  
 21 that be the same arrangement, those were the  
 22 four people who would have decision-making  
 23 authority about the price, deposits,  
 24 interest, and guarantees?

25 A. Yes.

## 1 J. ROMERO

2 something like that with AUC?

3 A. I had some vague discussions with  
 4 the clinical director of AUC.

5 Q. Who was that person?

6 A. I don't remember her name.

7 Q. Were those discussions in person, by  
 8 telephone, by e-mail?

9 A. In person and by telephone.

10 Q. And however your recollection works,  
 11 it works. Can you recall any of those  
 12 distinctly or just the topic never just  
 13 merged together?

14 A. Just a general discussion on  
 15 placement of students should they require  
 16 students to be placed at Wyckoff.

17 Q. In substance, what do you recall  
 18 about those discussions, what you said to  
 19 them and what they said to you?

20 A. At that time AUC had an agreement at  
 21 Wyckoff, and at that time I informed the  
 22 clinical manager, the lady that I was  
 23 speaking with, that she can place her  
 24 students at Wyckoff should anything occur  
 25 with Caritas.

1 J. ROMERO

2 Q. Is there anything else of substance  
3 that you recall concerning your discussions  
4 with AUC of the topic matter set forth in  
5 paragraph 4?

6 A. I just recall she did -- I do recall  
7 she did say that she was discussing this  
8 with her superiors including at that time  
9 Mr. Tien and Cynthia Holden.

10 Q. Is there anything else that you  
11 recall with the substance of those  
12 discussions?

13 A. No.

14 Q. Were you present when anybody else  
15 on behalf of the hospital discussed this  
16 topic matter with the folks at AUC?

17 MR. LOUGHLIN: Do you understand  
18 the question?

19 THE WITNESS: If you could  
20 restate the question, please?

21 Q. Sure. We've talked about the  
22 discussions you personally had with AUC  
23 about the topic in paragraph 4.

24 A. Right.

25 Q. The next question is were you

1 J. ROMERO

2 as Exhibits Number 5, 6, and 7. Number 5 is  
3 entitled Affiliation Agreement between Ross  
4 University School of Medicine and Brooklyn  
5 Queens Health Care. Exhibit 6 is entitled  
6 Amendment to Affiliation Agreement between  
7 Ross University School of Medicine and  
8 Brooklyn Queens Health Care. Exhibit 7 is  
9 the Second Amendment to the Affiliation  
10 Agreement between Ross and Brooklyn Queens  
11 Health Care. Did you work on each of these  
12 agreements in some respect?

13 A. Yes.

14 Q. I would like to direct your  
15 attention to the signature page of  
16 Exhibit 6, that's the amendment. Is that  
17 your signature in the signature block on the  
18 last page?

19 A. Yes.

20 Q. If I could direct your attention to  
21 the signature block in Exhibit 7, on  
22 Exhibit 7 there is a signature block at the  
23 end of the amendment on the page with  
24 identification number BQHC 42915. Is that  
25 you?

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2 present when anybody else from the hospital  
3 talked to AUC about that topic?

4 A. Not about the topic.

5 Q. Were you involved in any way in the  
6 exchange of drafts between AUC and the  
7 hospitals for this promissory note as it was  
8 negotiated?

9 A. Yes.

10 Q. What I would like to talk about is  
11 once the parties get close and then  
12 ultimately agree to a draft, the mechanism  
13 by which it got to Mr. Gio to sign, did  
14 somebody send that to you to give to Mr. Gio  
15 or did that happen elsewhere?

16 A. All drafts were transmitted to  
17 Wyckoff via fax or e-mail. If it's e-mail,  
18 either through my office or Mr. Hoffman's  
19 office.

20 Q. In this case, Exhibit 4, were you  
21 the one that presented it to Mr. Gio to be  
22 signed?

23 A. I don't recall.

24 Q. Mr. Romero, I have handed to you a  
25 document that the court reporter has marked

1 J. ROMERO

2 A. Yes.

3 MR. LOUGHLIN: I don't know if  
4 you intended it, but Exhibit 7 does  
5 include, in addition to the second  
6 amendment, a side letter. I just  
7 called it to your attention. I  
8 didn't know whether you wanted it  
9 included.

10 Q. Have you signed affiliation  
11 agreements on behalf of any of the BQHC  
12 affiliated entities -- strike that.

13 On behalf of BQHC or any of the  
14 affiliated entities, have you signed  
15 affiliation agreements with medical schools  
16 other than the two we've just looked at?

17 A. No.

18 Q. In Exhibit 6, who directed you to  
19 sign that?

20 A. To my recollection, it was Mr.  
21 Singleton.

22 Q. And in Exhibit 7, who directed you  
23 to sign the amendment where you signed on  
24 Exhibit 7?

25 A. That's correct.

1 J. ROMERO

2 Q. The question was who directed you?

3 A. Thomas Singleton.

4 MR. LOUGHLIN: Just so the  
5 testimony is clear, because there  
6 may have been a little bit of a  
7 misunderstanding there, I think the  
8 testimony was that Mr. Singleton  
9 instructed Mr. Romero to sign  
10 Exhibit 6 and Exhibit 7.

11 Q. Is that correct?

12 A. That's correct.

13 Q. During the time that Mr. Singleton  
14 was at the hospitals -- and we'll talk about  
15 that in more detail, but let's focus on that  
16 period of time when we're talking  
17 signatures. Now, during the time that Mr.  
18 Singleton was at the hospitals, did he sign  
19 other medical school affiliation agreements  
20 or their amendments?

21 A. None that I can recall.

22 Q. During the time that Mr. Singleton  
23 was at the hospitals, did any of the  
24 hospitals enter into amendment affiliation  
25 agreements for medical student clerkships?

1 J. ROMERO

2 this matter to the effect that the Caritas  
3 acquisition closed 1st of January 2007. At  
4 that time, at the closing in 2007, were the  
5 only prepaid contracts for clerkships at the  
6 Caritas hospitals the promissory note with  
7 AUC and the Ross contract?

8 A. Yes.

9 Q. Throughout the time when the Caritas  
10 hospitals were open, did that continue to be  
11 true that Ross and AUC were the only ones  
12 that had prepaid deals?

13 A. Yes.

14 (Romero Exhibit 10 marked for  
15 identification as of this date.)

16 Q. Mr. Romero, the court reporter has  
17 handed you a document that has been marked  
18 as Deposition Exhibit Number 10. Exhibit 10  
19 is an e-mail chain and attachment marked  
20 with identification numbers ROSS 009216  
21 through ROSS 009223.

22 MR. LOUGHLIN: In the copy of  
23 the exhibit, I have the just one  
24 e-mail.

25 MR. TZANETOPOULOS: There is one

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1 J. ROMERO

2 A. I just want to capture that question  
3 one more time.

4 Q. I'll ask it in a more precise form.  
5 You've said Mr. Singleton signed these two.  
6 I'm just wondering if there were any others.  
7 So let me ask a question that captures that.  
8 During the time that Mr. Singleton was at  
9 the hospital, were there any other  
10 affiliation agreements or amendments to  
11 affiliation agreements that were executed on  
12 behalf of any of the affiliated hospital  
13 entities?

14 A. I don't remember.

15 Q. Up until the time in December 2006  
16 when the AUC promissory note was executed,  
17 had Wyckoff entered into prepaid contracts  
18 with medical schools for clerkships or was  
19 that the first prepaid deal?

20 A. 2006 was the first prepaid.

21 Q. So AUC was the first?

22 A. Yes.

23 Q. I take it Ross was the second.

24 A. Ross was the second.

25 Q. There has been other testimony in

1 J. ROMERO

2 from Mr. Romero to Dr. Perri and one  
3 from Dr. Perri to Mr. Perri.

4 MR. LOUGHLIN: Oh, I see.

5 Q. Have you had an opportunity to  
6 review Exhibit 10?

7 A. Yes.

8 Q. Before we start on the exhibit, did  
9 you know Dr. Nancy Perri before August of  
10 2006?

11 A. Yes.

12 Q. How did you know Dr. Perri?

13 A. I knew Dr. Perri as the clinical  
14 dean of Ross University.

15 Q. Ross had, did it not, medical  
16 students doing clerkship rotations at  
17 Wyckoff before any of the Caritas deals?

18 A. Yes.

19 Q. And was it in connection with your  
20 work placing and supervising at medical  
21 students at Wyckoff that you knew Dr. Perri?

22 A. Yes.

23 Q. Up until then or up until the  
24 negotiations for the Ross affiliation  
25 agreement concerning clerkships at the

**J. ROMERO**

Caritas hospitals, what had your interaction with Dr. Perri been?

A. Clinical placement, slots, disciplinary issues.

**Q. So in short, scheduling students, and if there was a problem with the students, dealing with that problem?**

A. Correct, and billing.

**Q. At this period of time, that is fall of 2006, was the contract between Wyckoff and Ross for placement of medical students for clerkships at Wyckoff pay as go?**

A. Yes.

**Q. Let's focus back on Exhibit 10. Exhibit 10, if we ignore the forwarding portion from Mr. Perri to Dr. Perri, the original message as it's marked there in the attachment, is that an e-mail and attachment that you sent to Dr. Perri?**

A. Yes.

**Q. I guess you did copy Philip Perri.**

A. Right.

**Q. Did you know Mr. Perri from scheduling students as well?**

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terms, can you describe what it is you were proposing?

A. The proposal was a discussion on possible opportunities for Ross University at the proposed site at the then Catholic Medical Center of Brooklyn for clerkship placements.

**Q. And you have numbers 1 through 5. We can go through individually if it helps with your recollection or as a group if that works, either way your recollection works, but there is discussion of continuous back-to-back scheduling, continuing of WYCKOFF2, and things like that. In layman's terms, do you have a recollection of the overall structure of what the proposal at this time was?**

A. It was a discussion on slots at St. John's and Mary Immaculate Hospital, should we offer it and should they agree to continue to send students there after January 2007.

**Q. In paragraph 2, there is discussion of continuous back-to-back scheduling of**

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A. Yes.

**Q. You write, "To complement a proposal submitted by the Brooklyn Queens Health Care, Inc. last month, I am attaching a matrix analysis based on current clerkship slots at the Catholic Mary Medical Center campuses (Mary Immaculate and St. John's). Is the proposal by the Brooklyn Queens Health Care, Inc., to which you refer in this e-mail Mr. Gio's letter of August 21st, 2006 that we have marked as Deposition Exhibit Number 2?**

A. It's in relation to the proposal of August 21st, 2006.

**Q. Maybe I need to be more clear with my question. Your e-mail of October 5, 2006 in Exhibit 10 refers to a proposal submitted by the Brooklyn Queens Health Care, Inc. My question is is the proposal that you referred to the letter on Exhibit 2?**

A. Yes.

**Q. Your e-mail in Exhibit 10 has some numbered points where you describe the deal and then the attached matrix. In layman's**

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core rotations. For those who aren't involved in the day-to-day of medical student clerkships, in layman's terms what is that that it refers to?

A. It means that students who are scheduled at Caritas are scheduled in rotation blocks, and rotation blocks are continuous, and it basically allows a medical student to be placed in a rotation from one block to the next without any gaps, any time gaps.

**Q. So you are proposing here or at least the advantage of what you were proposing is that at a single hospital, one student could do a number of rotations back to back without having to move between places?**

A. Not having to move between places. If I may, Ross University, in the past, over the past ten years or six years that we have been working together, had always requested, if not demanded, slots from hospitals like Wyckoff for continuous rotations for their students because of (i), there aren't enough

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2 slots for their students to place, and (ii),  
3 they have what they call scheduling gaps,  
4 which are reported in some sort of the  
5 matrix, from what I recall, from Phil Perri  
6 at the school.

7 Q. From your understanding, from the  
8 student's perspective, it's advantageous to  
9 be able to do a number of different kinds of  
10 rotations at a single hospital without  
11 having a time gap so that you can get the  
12 clerkships done as quickly was possible  
13 without moving?

14 A. At different hospitals, at different  
15 hospitals.

16 Q. In Exhibit 10, point 3 of your  
17 e-mail, it says, "All contingency slots  
18 listed under WYCKOFF2 for five years." In  
19 layman's terms, what's the proposal on that  
20 point?

21 A. This proposal was a discussion. I  
22 was trying to get a discussion on slots that  
23 could be -- core clerkship slots that can be  
24 created for Ross University outside of their  
25 current agreement at the time.

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2 Q. And the slots that were being  
3 discussed in point 3 would be slots to be  
4 provided at Wyckoff?

5 A. Yes.

6 Q. Is it correct that between  
7 August 21, 2006, when Mr. Gio sent to the  
8 letter to Dr. Perri, and your e-mail, I  
9 guess it appears that you hadn't talked  
10 about Mr. Gio's proposal yet with Dr. Perri  
11 but were trying to provoke a discussion with  
12 this e-mail; is that correct?

13 A. No, I had spoken with Dr. Perri and  
14 Mr. Perri on the phone in between.

15 Q. Tell me what you remember about  
16 those discussions.

17 A. They were very brief, and it was  
18 merely an update of whether or not they  
19 received the proposal and what they plan on  
20 doing about it.

21 Q. What did they say to you?

22 A. It was a basic "We'll get back to  
23 you, and we are reviewing the proposal."  
24 And that's pretty much it.  
25 (Whereupon, a recess was taken.)

1 J. ROMERO

2 Q. Mr. Romero, before the break we were  
3 discussing Deposition Exhibit Number 10,  
4 your October 5, 2006 e-mail to Dr. Perri.  
5 If I could direct your attention to the  
6 attachment to the e-mail which is entitled,  
7 Draft Ross University School of Medicine  
8 Medical Student Matrix. Did you prepare the  
9 attachment or did somebody else?

10 A. I did.

11 Q. Your attachment begins, "From the  
12 data presented, BQHC provides and guarantees  
13 'green-book' clerkships at its Caritas  
14 campuses (Mary Immaculate Hospital and Saint  
15 John's Queens Hospital) for sixty (60) core  
16 slots each year for five consecutive years."  
17 Where did you get that information from?

18 A. The information was gathered from  
19 interviewing academic-type faculty at Mary  
20 Immaculate Hospital and Saint John's Queens  
21 Hospital.

22 Q. What are green-book clerkships?

23 A. Green-book clerkships are rotations  
24 that are approved by the accreditation  
25 counsel for graduate medical education

53 1 J. ROMERO

2 allowing medical student clerkships to be  
3 completed under the auspices of the ACGMA  
4 residency training programs.

5 Q. After you had prepared the  
6 attachment, did anybody else in the hospital  
7 review it before you sent it out to  
8 Dr. Perri?

9 A. I don't recall.

10 Q. Would it have been your usual  
11 practice at this time to have somebody else  
12 at the hospital review a piece like this  
13 before you sent it out?

14 A. Yes.

15 Q. And per your usual practice, who  
16 would you submit it to for reading?

17 A. Dr. Freiberg. I would also send it  
18 to Mr. Gio's office and Mr. McDonald's  
19 office.

20 Q. Was it your usual practice to get  
21 approval from those people before you sent  
22 out a piece like this?

23 A. Yes.

24 (Document marked as Romero  
25 Exhibit 11 for identification as

1 J. ROMERO  
2 of this date.)

3 Q. Mr. Romero, let me show you a  
4 document that the court reporter has marked  
5 as Exhibit Number 11. It's an e-mail  
6 exchanged between you and Dr. Perri which  
7 appears to be labeled ROSS 009186. Is  
8 Exhibit 11 an e-mail that you sent to  
9 Dr. Perri and her reply to you?

10 A. Yes.

11 Q. Your e-mail dated October 24, 2006  
12 says that it's a follow-up to a conversation  
13 that morning. Did you talk to Dr. Perri  
14 that morning?

15 A. I can't recall. However, it is my  
16 practice to document my conversations  
17 usually on the day of the conversation.

18 Q. So your standard practice at work  
19 would be to, if you have a conversation of  
20 substance, follow up with an e-mail noting  
21 what was discussed?

22 A. Yes.

23 Q. Is Exhibit 11 such an e-mail?

24 A. Yes.

25 Q. Was Mr. Gio in on this conversation?

1 J. ROMERO

2 A. Absolutely.

3 Q. Who asked you to do that?

4 A. It would be the president of the  
5 hospital, Dominick Gio.

6 Q. And the reason, at least as you  
7 understood it, of why Mr. Gio wanted Ross to  
8 act quickly was to get money into the  
9 hospitals quickly, correct?

10 MR. LOUGHLIN: Objection to the  
11 form. You can go ahead and answer.  
12 You can give your testimony subject  
13 to the objections.

14 THE WITNESS: I believe so,  
15 including the placement of students  
16 who might be vacated in January of  
17 2007, from my perspective.

18 Q. So let's sort that out if we can.  
19 From your perspective, one issue is that  
20 beginning January 7, 2007, you would be in  
21 charge of scheduling students at the two  
22 Caritas hospitals, correct?

23 A. I didn't assume that at the time.  
24 However, from my perspective, my concern was  
25 the displacement of CMC-based medical

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2 A. I don't recall.

3 Q. Do you recall who else was?

4 A. No.

5 Q. Other than what is written in the  
6 e-mail, do you remember anything else about  
7 this phone call?

8 A. No.

9 Q. At this point in time, had AUC  
10 expressed an interest in the slots that had  
11 been offered for the clerkships at the  
12 Caritas hospitals?

13 A. I'm not certain about the timeline  
14 for that.

15 Q. Had any other schools expressed  
16 interest in those slots?

17 A. No.

18 Q. Your e-mail asks Dr. Perri to advise  
19 preferably within the next two days so that  
20 you can hold these clerkship slots for Ross.  
21 Was that negotiating attempt on your part to  
22 move them along on the process?

23 A. On the hospital's part.

24 Q. Had someone asked you to indicate to  
25 them that they needed to act quickly?

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2 students.

3 Q. I understand. So your concern was  
4 that students who were presently doing  
5 rotations at St. John's and Mary Immaculate  
6 Hospital might be displaced once the deal  
7 closed unless you made other arrangements?

8 A. From my recollection, we had a  
9 number of students who were starting  
10 rotations in December of 2006, and if Ross  
11 did not have an agreement at then St.  
12 Vincent's Brooklyn Queens, those same  
13 students will be displaced in the middle of  
14 their rotations.

15 Q. And that was an issue with which you  
16 were concerned because that's part of your  
17 job?

18 A. Absolutely.

19 Q. Mr. Gio's concern was, was it not,  
20 getting money at the door as quickly as he  
21 could, at least as you understood it?

22 A. It's possible.

23 Q. Well, is it correct to say to your  
24 understanding?

25 A. Yes.

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2 Q. Did you have an understanding as to  
3 what that money was going to be used for?

4 A. No.

5 (Document marked as Romero  
6 Exhibit 12 for identification as  
7 of this date.)

8 Q. Mr. Romero, let me show you a  
9 document that has been marked as Deposition  
10 Exhibit Number 12. It has been marked as  
11 identification numbers ROSS 009177 through  
12 9179. Is Exhibit 12 an e-mail and its  
13 attachment that you sent to Dr. Perri?

14 A. Yes.

15 Q. What, if anything, had occurred  
16 between the October e-mail and this one that  
17 caused you to send a new e-mail and a new  
18 attachment?

19 A. From what I recall, it was a follow  
20 up.

21 Q. Is it correct then it was just one  
22 more effort to get Ross to move?

23 A. Yes.

24 Q. It notes that you sent copies to  
25 Keisha, K-E-I-S-H-A, Cole, Harold McDonald

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2 A. Yes.

3 Q. You write, "Per our discussion,  
4 please review comment as needed and sign.  
5 The clinical affiliation agreement with CMS  
6 is intact except for the compensation  
7 agreement during the term covered in this  
8 amendment (four years, \$5 million or until  
9 prepaid clerkship fees are exhausted)." And  
10 then attached to your e-mail is a draft of  
11 the amendment. Who prepared the draft  
12 amendment that's attached here?

13 A. I don't recall.

14 Q. Did you?

15 A. No.

16 Q. In the ordinary course of the  
17 hospital's business, is this something that  
18 likely came from legal?

19 MR. LOUGHLIN: If you know.

20 THE WITNESS: I'm not certain.

21 Q. This was provided to you to send to  
22 Ross?

23 A. Yes.

24 Q. Who provided it to you?

25 A. I'm not certain who in particular

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2 and Dominick Gio. Who is Ms. Cole?

3 A. From what I recall, Ms. Cole was one  
4 of Dr. Perri's assistants and a hospital  
5 liaison.

6 Q. Had Mr. McDonald and Mr. Gio both  
7 asked you to do this or were they copied  
8 just to keep them on the loop?

9 A. It would be both.

10 Q. So they had asked to see if you  
11 could move Ross?

12 A. Yes.

13 Q. And then you sent this e-mail?

14 A. Yes. It's important to note that I  
15 have a standing order to follow up on these  
16 things.

17 (Document marked as Romero  
18 Exhibit 13 for identification as  
19 of this date.)

20 Q. The court reporter has handed to you  
21 a document marked as Exhibit 13. Exhibit 13  
22 has been stamped with identification numbers  
23 BQHC 24771 and 24772. Is Exhibit 13 a  
24 November 13, 2006 e-mail and its attachment  
25 that you sent to Dr. Perri?

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2 but at the time all correspondence for CMC  
3 would be coming from Mr. McDonald's office.

4 Q. So as you sit here today, do you  
5 think it likely that somebody in Mr.  
6 McDonald's office provided this document to  
7 you to send to Ross?

8 MR. LOUGHLIN: Objection. Don't  
9 ask him to speculate.

10 MR. TZANETOPOULOS: It's  
11 discovery deposition.

12 MR. LOUGHLIN: You're asking him  
13 is it likely that the source of it  
14 was a particular person when he said  
15 he doesn't recall who gave it to  
16 him.

17 Q. Do you think this came from Mr.  
18 McDonald's office to be forwarded to Ross?

19 A. Probably.

20 Q. Your e-mail refers to a discussion  
21 with Dr. Perri that afternoon. Was anybody  
22 else on that call?

23 A. None that I can recall.

24 Q. In substance what did you say to  
25 Dr. Perri and she to you?

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2 A. Could you repeat that question?

3 Q. I wouldn't expect you to remember  
4 the exact words, but in substance, what did  
5 Dr. Perri say to you and you to her during  
6 this telephone call?7 A. Whenever I had conversations with  
8 Dr. Perri, including this, Dr. Perri would  
9 ask general questions on the agreement, and  
10 in this particular discussion, from what I  
11 recall, it was a discussion on CMC in  
12 particular at that time, Catholic Medical  
13 Center, and the students that they have  
14 there, and in response to my concern of what  
15 would happen to their students at CMC once  
16 Caritas takes over.17 Q. What is it that you recall of you  
18 and she saying to each other about those  
19 topics?

20 A. Simply we had to get it done.

21 Q. Other than what you've testified to  
22 and what's written down here, do you  
23 remember anything else about that  
24 conversation?

25 A. No.

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2 Q. I would note that the attachment you  
3 sent to Dr. Perri on November 13, 2006 is in  
4 the form of an amendment to a contract  
5 between Ross and Catholic Medical Center of  
6 Brooklyn and Queens, Inc. Did an entity  
7 called Catholic Medical Center of Brooklyn  
8 and Queens, Inc. exist at this point in  
9 time?10 A. From what I recall, yes. To be  
11 specific, from what I recall, it's St.  
12 Vincent's Catholic Medical Center Brooklyn  
13 and Queens.14 Q. So at least your thought at the time  
15 was that the mechanism by which Ross and the  
16 BQHC entities would amend the contract was  
17 simply to amend that earlier agreement as  
18 it's set forth here?

19 A. It was that discussion, yes.

20 (Document marked as Romero  
21 Exhibit 14 for identification as  
22 of this date.)23 Q. Mr. Romero, let me show you a  
24 document that the court reporter has marked  
25 as Deposition Exhibit Number 14. It's been

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2 stamped with identification number ROSS  
3 009110 and 9111. Is Exhibit 14 a copy of an  
4 e-mail to that you sent to Dr. Perri, her  
5 apply to you, and your response to her reply  
6 on November 16, 2006?

7 A. Yes.

8 Q. Your first e-mail of November 2006,  
9 the one time stamped 12:56 p.m., has a  
10 series of points under the heading, Current  
11 Understanding. Had you and she talked about  
12 those deal points that are listed under  
13 Current Understanding?

14 A. Yes.

15 Q. What's your recollection of where  
16 the two of you stood on those deal points on  
17 that date?18 A. Dr. Perri and I had numerous  
19 discussions over the phone, and for the most  
20 part, she would not commit to any specific  
21 monetary payments or agreements. However,  
22 she was always positive in her response as  
23 to getting the agreement done as far as  
24 student slots are concerned.

25 MR. TZANETOPOULOS: Read the

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2 answer back, please.

3 (Whereupon, the referred answer  
4 was read back by the Reporter.)5 Q. For the hospital side of the  
6 monetary payments and agreements deal points  
7 that you just testified about, were those  
8 provided to you by others to communicate to  
9 Ross?10 A. These were discussions with the  
11 president of the hospital.

12 Q. Discussions between?

13 A. Between myself and the president of  
14 the hospital.15 Q. So Mr. Gio would communicate with  
16 you about those points and you with Dr.  
17 Perri?18 A. Mr. Gio and I would discuss them,  
19 and then he would say, Well, send it to or  
20 call Dr. Perri.21 Q. And at this point, Dr. Perri  
22 wouldn't commit on those points but was  
23 positive about getting the deal done?

24 A. Yes.

25 Q. At the top of the exhibit, you sent

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2 another e-mail at 1:40 p.m. which reads,  
 3 "Okay, thanks Dr. Perri. I can hold the  
 4 offer at bay for possibly a week." Again,  
 5 were there really bidders at the doorstep or  
 6 were you again trying to move Ross along?

7 A. We were trying to get the agreement  
 8 done.

9 Q. Was there anybody else ready to grab  
 10 those slots at that time?

11 A. We had AUC, American University of  
 12 the Caribbean, on the other side of the  
 13 negotiating table.

14 Q. Did you really think at that point  
 15 in time that those slots would be gone in a  
 16 week if Dr. Perri didn't commit right then  
 17 and there?

18 A. Possibly.

19 Q. But not for sure?

20 A. But not for sure.

21 (Document marked as Romero  
 22 Exhibit 15 for identification as  
 23 of this date.)

24 Q. Mr. Romero, let me show you a  
 25 document the court reporter has marked as

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2 Q. Mr. Romero, Mr. Rucigay,  
 3 R-U-C-I-G-A-Y, testified at a deposition in  
 4 the last two weeks that the first meeting of  
 5 the Caritas board of trustees occurred some  
 6 time in January of 2007. Did you in fact  
 7 report this to the Wyckoff board?

8 A. This was the Caritas Planning board,  
 9 from what I understood it, at that time.

10 Q. Who made up the Caritas Planning  
 11 board?

12 A. I don't know.

13 Q. Do you remember anybody on it?

14 A. From what I understood at that time,  
 15 it was Mr. McDonald, and Dr. Mandava,  
 16 M-A-N-D-A-V-A. By way of that statement, I  
 17 was alluding to the board where Mr. McDonald  
 18 was a participant at Caritas.

19 Q. So to your understanding, was the  
 20 board, to which you referred, a group of the  
 21 hospital administration that was planning  
 22 for the acquisition of the Caritas  
 23 hospitals?

24 A. During that time leading to 2007, I  
 25 participated in several meetings of what

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## 1 J. ROMERO

2 Exhibit 15. It has been stamped with  
 3 identification number ROSS 009048. Is  
 4 Exhibit 15 a copy of an e-mail that you sent  
 5 to Dr. Perri on November 29, 2006 and her  
 6 response to you?

7 A. I acknowledged the e-mail.

8 Q. The bottom part is an e-mail from  
 9 you; is that correct?

10 A. Yes.

11 Q. And the top part is hers back to  
 12 you.

13 A. That's correct.

14 Q. You write, "Kindly acknowledge  
 15 receipt of this draft agreement submitted  
 16 earlier and the terms by way of a formal  
 17 letter. I have informed our board that you  
 18 have agreed, in principle, to take and  
 19 prepay a specific number of core and  
 20 elective slots beginning January 2007 at a  
 21 set prepayment schedule (December 15, 2006,  
 22 and January 15, 2007)." Had you in fact  
 23 informed the board of this fact?

24 A. Yes, I informed the Caritas planning  
 25 board about this.

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2 they would refer as a board of physicians  
 3 and administrators at St. Vincent's at that  
 4 time, and discussions were, of course, made  
 5 during those meetings regarding planning  
 6 purposes including this proposed clerkship  
 7 prepayment by Ross University.

8 Q. Mr. Romero, during those meetings  
 9 that you attended of this board, was there  
 10 any discussion of the use to which the  
 11 prepayment money would be brought?

12 A. No.

13 (Document marked as Romero  
 14 Exhibit 16 for identification as  
 15 of this date.)

16 Q. Mr. Romero, the court reporter has  
 17 handed to you a document marked Deposition  
 18 Exhibit Number 16. It's a two-page document  
 19 marked as identification numbers ROSS 009019  
 20 and 9020. Is Exhibit 16 a December 1st  
 21 e-mail from you to Dr. Perri, her reply to  
 22 you, and your response back to her?

23 A. Yes.

24 Q. The first e-mail from you to Dr.  
 25 Perri on this exhibit is dated December 1st,

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2 2006, and shows some carbon copies. One is  
 3 to Mr. McDonald, correct?

4 A. Yes.

5 Q. And I think people have told us  
 6 throughout the course of depositions here  
 7 that the nyp.org section of the e-mail  
 8 address is a reference to New York  
 9 Presbyterian.org which Wyckoff used at the  
 10 time?

11 A. That's correct.

12 Q. That's because Wyckoff was part of  
 13 the New York Presbyterian system.

14 A. Yes.

15 Q. The carbon copy shown after Mr.  
 16 McDonald is ris9022@nyp.org. Is that to Mr.  
 17 Richard Sarli?

18 A. From what I recall, yes.

19 Q. And then another copy to  
 20 dnh9001@nyp.org, is that to David N.  
 21 Hoffman?

22 A. Yes.

23 Q. So you sent a copy of this e-mail to  
 24 Dr. Perri and a copy to Mr. McDonald, Mr.  
 25 Sarli, and Mr. Hoffman, correct?

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2 A. Yes.

3 Q. You write, "Per our telephone  
 4 meeting this morning, the following items  
 5 were discussed," and then you list them. Is  
 6 this another of your confirming e-mails  
 7 following the conversation with Dr. Perri?

8 A. Yes.

9 Q. And in fact, did each of those  
 10 points come up in the conversation with her  
 11 that day?

12 A. Yes.

13 Q. At point 2, you write, "A call from  
 14 Mr. McDonald is requested by Mr. St. James.  
 15 Mr. McDonald has returned the call to Mr.  
 16 St. James today and will be followed up with  
 17 Mr. Rich Sarli (Caritas CFO)." Do you see  
 18 where I am?

19 A. Yes.

20 Q. At that point, was it the case that  
 21 during the call with Dr. Perri on  
 22 December 1st, she asked you to have Mr.  
 23 McDonald call Mr. St. James?

24 A. I don't recall.

25 Q. And you write that Mr. McDonald has

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2 returned the call to Mr. St. James. Had Mr.  
 3 McDonald told you that he had done so?

4 A. From what I recall, in my practice I  
 5 would have called the different people  
 6 involved and asked them where they are in  
 7 their own individual responsibilities  
 8 leading to this agreement.

9 Q. So what you knew at the time that  
 10 you wrote this was that earlier that morning  
 11 Dr. Perri asked you have Mr. McDonald call  
 12 Mr. St. James. Mr. McDonald had done so and  
 13 said that Mr. Sarli would follow up.

14 A. It may not be. It may have been a  
 15 telephone call that I received from John St.  
 16 James or had asked me to call Mr. McDonald  
 17 or have Mr. McDonald call him regarding the  
 18 terms of the agreement.

19 Q. So as of this time, it's possible  
 20 that you had heard this from Mr. McDonald or  
 21 Mr. St. James?

22 A. That's correct.

23 Q. Do you know which?

24 A. I was merely trying to put everyone  
 25 on the same page with the conversation.

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2 Q. At this point in time, do you  
 3 remember who gave you the information?

4 A. No. At that time, I would be making  
 5 calls to Mr. McDonald's office, and he had  
 6 three secretaries and an administrator. As  
 7 far as Dr. Perri and Mr. St. James, I would  
 8 usually be dealing with them directly on the  
 9 phone.

10 Q. Did you understand Mr. St. James to  
 11 be the CFO at Ross?

12 A. Yes.

13 Q. In the course of your earlier  
 14 dealings with Ross, was it the case that  
 15 negotiations would proceed or did proceed  
 16 with you and Dr. Perri working out the  
 17 academic arrangements and then later  
 18 Mr. St. James coming into talk about the  
 19 commercial and money arrangements?

20 MR. LOUGHLIN: Objection. Are  
 21 you referring to the agreement  
 22 between Ross and Wyckoff or the  
 23 negotiations that led to the  
 24 BQHC-Ross agreement for the Caritas  
 25 purchase.

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 2

3 MR. TZANETOPOULOS: The later  
 4 one, I think, I took off the table.  
 5

6 MR. LOUGHLIN: Okay, I  
 7 misunderstood.  
 8

9 MR. TZANETOPOULOS: I was  
 10 talking about your earlier dealings  
 11 with Ross.  
 12

13 THE WITNESS: Kindly restate.  
 14

15 Q. Sure. What I'm trying to find out  
 16 is in the usual course of your negotiations  
 17 with Ross started with Dr. Perri in the  
 18 academic group to talk about those topics,  
 19 and then once you got through those, the  
 20 money guys like Mr. St. James entered?  
 21

22 A. No, this would be the first time.  
 23

24 Q. So was it the case in this  
 25 negotiation that you and Dr. Perri first  
 1 talk about the academic issues, and then Mr.  
 2 St. James comes in to talk about money?

3 A. That's correct.  
 4

5 Q. I suppose on your side of things,  
 6 the divide was you and perhaps Dr. Freiberg  
 7 on the academic side of things, and Mr.  
 8 McDonald, and Mr. Sarli, and Mr. Gio on the  
 9

10 J. ROMERO  
 11

12 money side of things?

13 MR. LOUGHLIN: Objection to  
 14 form.

15 THE WITNESS: In the past, Dr.  
 16 Perri would be handling all of the  
 17 negotiations and the transactions,  
 18 both academic and commercial.  
 19

20 Q. And let me make my question a little  
 21 more clear. For this particular negotiation  
 22 on the BQHC-Ross affiliation agreement on  
 23 the hospital side of things, was it you and  
 24 Dr. Freiberg on the academic side, and then  
 25 Mr. Sarli, Mr. McDonald, and Mr. Gio on the  
 1 money side?

2 A. That would pretty much sum it up.  
 3

4 Q. And just to help orient you, Dr.  
 5 Perri writes back in this exhibit that Mr.  
 6 Sarli spoke with Mr. St. James this  
 7 afternoon about a new agreement, and she  
 8 writes that she will be meeting with John  
 9 St. James and Dr. Shepherd, and that he is  
 10 scheduled to follow up with Mr. Sarli  
 11 afterwards. Do you know who Dr. Shepherd  
 12 was?

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 2

3 A. Yes.

4 Q. Who is Dr. Shepherd?

5 A. Dr. Thomas Shepherd is or was at the  
 6 time the president of Ross University School  
 7 of Medicine and School of Veterinary  
 8 Medicine.

9 Q. And then you write back to Dr.  
 10 Shepherd -- referring back again to  
 11 Exhibit 16, on December 3rd you write back  
 12 to Dr. Perri that you have informed Rich and  
 13 Harold that the draft agreement will be  
 14 coming from your office with approval from  
 15 John St. James and Tom Shepherd. Rich and  
 16 Harold, is that Rich Sarli and Harold  
 17 McDonald?

18 A. Yes.

19 Q. Had you informed both of them about  
 20 the fact?

21 A. Yes.

22 Q. Is it the case that Dr. Perri had  
 23 told you that Ross would be sending his  
 24 draft agreement?

25 A. Yes.

Q. And then a couple of lines down, you

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 2

3 write, "In addition as a backup, I have  
 4 designed a contingency plan in effect for at  
 5 least the next four years at Wyckoff that  
 6 can then collateralize any committed  
 7 corporateship at Caritas. This can be the  
 8 expressed or implied on the business  
 9 agreement." Did you have a discussion about  
 10 that point over the telephone with Dr.  
 11 Perri?

12 A. I believe on numerous occasions.

13 Q. Numerous occasions before this  
 14 e-mail?

15 A. Before this e-mail, yes.

16 Q. Had you had discussions on the  
 17 hospital side within your group about that  
 18 point?

19 A. Yes.

20 Q. Let's start with the discussions  
 21 within your group. With whom did you speak  
 22 and what was the substance of those  
 23 discussions?

24 A. I had spoken with Dominick Gio, CEO  
 25 at Wyckoff and Harold McDonald, the  
 administrator at Caritas Planning, and the

<p style="text-align: right;">1899</p> <p>1                   <b>J. ROMERO</b></p> <p>2 discussions were basically to get things 3 moving and to get things done. There are 4 certain requests that Ross, in particular 5 Dr. Perri and Phil Perri, have insinuated or 6 requested directly from me regarding 7 clerkship placements at Wyckoff and at 8 Caritas.</p> <p>9                   <b>Q. With respect to collateralizing</b> 10 <b>Wyckoff and committed clerkships at Caritas,</b> 11 <b>what was the substance of internal</b> 12 <b>discussions on the hospital side?</b></p> <p>13                  A. The discussion was, from my 14 recollection, a parallel program wherein the 15 core clerkship capacities at Caritas would 16 have an equal or more of the same core 17 clerkship capacities at Wyckoff. And in 18 this case, my discussion with Mr. Gio and 19 Harold McDonald at that time was that should 20 Ross decide to use Wyckoff or should Ross 21 decide to use Caritas, their students, 22 within those capacities, are portable in as 23 far as placing the students. This was part 24 of my discussion internally with them that I 25 wanted from my perspective a more fluid</p>	<p style="text-align: center;">78</p> <p>1                   <b>J. ROMERO</b></p> <p>2                   A. No.</p> <p>3                   <b>Q. At this point in time, had Mr.</b> 4 <b>McDonald or Mr. Sarli reported to you</b> 5 <b>discussions with Mr. St. James in which Mr.</b> 6 <b>St. James had expressed concern about</b> 7 <b>finding protection for the \$5 million</b> 8 <b>prepayment if anything happened to the</b> 9 <b>Caritas hospitals?</b></p> <p>10                  MR. LOUGHLIN: When you say at 11 this point in time, do you mean the 12 first week of December?</p> <p>13                  MR. TZANETOPOULOS: December 14 3rd, 2006.</p> <p>15                  THE WITNESS: From what I 16 recall, the only discussion that Mr. 17 Sarli mentioned or at least conveyed 18 to me is that Mr. St. James wanted 19 Ross to be a secured creditor, and 20 that's what I recall about that. 21 There was no discussion on the 22 hospital going -- Caritas going -- 23 shutting down and having their 24 students be added to Wyckoff.</p> <p>25                  <b>Q. Other than what's written in</b></p>
<p style="text-align: center;">79</p> <p>1                   <b>J. ROMERO</b></p> <p>2 scheduling process within the facilities.</p> <p>3                   <b>Q. Had Dr. Perri expressed to you</b> 4 <b>Ross's concern -- strike that.</b></p> <p>5                   <b>Had Dr. Perri expressed to you</b> 6 <b>Ross's wish that if the Caritas hospitals</b> 7 <b>could not provide the promised clerkships,</b> 8 <b>that Ross wanted those at Caritas?</b></p> <p>9                  MR. LOUGHLIN: You mean at 10 Wyckoff?</p> <p>11                  MR. TZANETOPOULOS: At Wyckoff, 12 sorry.</p> <p>13                  MR. LOUGHLIN: Do you understand 14 the question?</p> <p>15                  THE WITNESS: I do understand 16 the question but specifically that 17 question, no.</p> <p>18                  <b>Q. Had Mr. Sarli or Mr. McDonald</b> 19 <b>reported to you at the time you wrote this</b> 20 <b>e-mail that Mr. St. James had expressed to</b> 21 <b>either of them the desire on Ross's part to</b> 22 <b>have, as part of this arrangement, a</b> 23 <b>provision that required a provision of</b> 24 <b>clerkships at Wyckoff if they couldn't be</b> 25 <b>provided at Caritas?</b></p>	<p style="text-align: center;">80</p> <p>1                   <b>J. ROMERO</b></p> <p>2                   <b>Exhibit 16 and what you've testified about</b> 3 <b>today, is there anything else that you</b> 4 <b>recall about the conversations that you and</b> 5 <b>Dr. Perri had reflected in the exhibit?</b></p> <p>6                  A. Dr. Perri and I and Phil Perri --</p> <p>7                  MR. LOUGHLIN: The question is 8 directed to a recollection that you 9 may have about the conversation on 10 or about that date, not generally 11 your recollection of all of your 12 conversations with Dr. Perri during 13 this period.</p> <p>14                  THE WITNESS: The answer is no.</p> <p>15                  <b>Q. Was one of your e-mail addresses at</b> 16 <b>Wyckoff jur9004@nyp.org?</b></p> <p>17                  A. Yes.</p> <p>18                  (Document marked as Romero 19 Exhibit 17 for identification as 20 of this date.) 21                  (Whereupon, a recess was taken.)</p> <p>22                  <b>Q. Mr. Romero, let me show you a</b> 23 <b>document that the court reporter has marked</b> 24 <b>as Deposition Exhibit Number 17. It's been</b> 25 <b>marked with identification numbers ROSS</b></p>

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2 033055, 056. They were marked at an earlier  
 3 deposition. Is Exhibit 17 an e-mail that  
 4 you sent to Mr. St. James on December 16,  
 5 2006?

6 A. Yes.

7 Q. Did you also send copies to Mr.  
 8 Sarli and to Mr. McDonald?

9 A. Yes.

10 Q. Your e-mail begins with, "I thought  
 11 our telephone conference meeting today was  
 12 productive" and so forth. Is this another  
 13 one of your e-mails where you summarized a  
 14 phone call that you had?

15 A. Yes.

16 Q. Had you in fact spoken with Mr. St.  
 17 James on December 16th?

18 A. I remember speaking with him.

19 Q. Was anybody else on the telephone  
 20 call?

21 A. None that I recall.

22 Q. How is it that it came to be the  
 23 case that you and Mr. St. James were talking  
 24 about these deal points without others?

25 A. From my recollection, he had called

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2 of clerkship slots at Wyckoff Heights  
 3 Medical Center will serve as collateral  
 4 should any guarantee prepaid core clerkship  
 5 at Caritas is not provided to Ross  
 6 University during the term of this  
 7 agreement." What was your discussion with  
 8 Mr. St. James with respect to that point?

9 A. This discussion point on number 7  
 10 is, from what I recall, the continued  
 11 discussion between Caritas and Ross  
 12 regarding slots at Caritas. The concept of  
 13 this being that there is a parallel capacity  
 14 of slots at Wyckoff that we can use for  
 15 Caritas students. Mr. St. James, at that  
 16 time, was the one who brought up this  
 17 discussion.

18 Q. Other than what you just testified  
 19 to, do you recall anything about the  
 20 conversation between you and Mr. St. James  
 21 on that point?

22 A. None that I can recall.

23 Q. Point 8 in your e-mail says, "A  
 24 separate agreement on clerkship training  
 25 including a set allocated for clerkships

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2 me about the proposals at Caritas for Ross.

3 Q. And this is on a Saturday, holiday  
 4 time. Were you in the office at the time?

5 A. I don't recall. I do work from my  
 6 BlackBerry and computer at home.

7 Q. If you go down a little to the  
 8 summary points that you write about, point 2  
 9 reads, "The current affiliation agreement  
 10 between and Ross and St. Vincent's Catholic  
 11 Medical Center would be null and void after  
 12 December 31, 2006 when Caritas takes over  
 13 management and ownership of the hospitals."  
 14 What was the discussion between you and Mr.  
 15 St. James on that point?

16 A. From my recollection, my main  
 17 concern was, again, the students who were  
 18 there rotating during that month who would  
 19 be continuing on to January, and since their  
 20 contract, the Ross contract with St.  
 21 Vincent's, would be null and void, then I  
 22 would be concerned about their continuation  
 23 of their clerkships.

24 Q. Going down to point 7 on Exhibit 17,  
 25 you write, "A contingency of an equal number

1 J. ROMERO  
 2 will remain at Wyckoff Heights Medical  
 3 Center." What was the discussion between  
 4 you and Mr. St. James on that?

5 A. From what I recall from this  
 6 conversation, I was explaining to Mr. St.  
 7 James that in the past Dr. Perri and I were  
 8 talking about the core clerkships at Wyckoff  
 9 Heights Medical Center, and at that point I  
 10 just reiterated to Mr. St. James that  
 11 Wyckoff is a separate clinical site and is  
 12 not the same site as Caritas.

13 Q. Anything else about that point that  
 14 you recall discussing with Mr. St. James?

15 A. None that I recall.

16 Q. Other than what's written in this  
 17 e-mail and what you just testified to, do  
 18 you remember anything else about the  
 19 conversation between you and Mr. St. James  
 20 on December 16, 2006?

21 A. No, not from my recollection.

22 Q. At any point after December 16, 2006  
 23 through the time when the affiliation  
 24 agreement was signed between the two  
 25 parties, did you ever again speak to

1                   **J. ROMERO**  
 2   **Mr. St. James?**  
 3    A. I may have.  
 4   **Q. Do you recall one way or another?**  
 5    A. I don't recall.  
 6   **Q. Other than your confirming e-mails**  
 7   **you testified about, did you keep notes of**  
 8   **conversations that you had with people from**  
 9   **Ross about this contract?**  
 10   A. I took notes for myself, yes.  
 11   **Q. Did you retain those notes?**  
 12   A. No. I would use sticky notes and  
 13   yellow pads and would summarize them by  
 14   e-mail right after. After the e-mail is  
 15   submitted, I'll dispose off my rough notes.  
 16   **Q. Is it your practice to jot down, in**  
 17   **any sort of calender or journal, telephone**  
 18   **conversations that you had with Ross?**  
 19   A. At that time, yes.  
 20   **Q. Would it be a calender or a journal?**  
 21   A. It would just be a pad, a legal pad.  
 22   **Q. Did you retain those notes?**  
 23   A. No.  
 24   **Q. When did you dispose off the notes**  
 25   **that you just testified about?**

1                   **J. ROMERO**  
 2   A. Okay.  
 3   **Q. Have you had a chance to review**  
 4   **Exhibit 18?**  
 5   A. Yes.  
 6   **Q. Toward the top of Exhibit 18 there**  
 7   **is a message marked from Julius Romero on**  
 8   **December 20, 2006 to Dr. Nancy Perri,**  
 9   **subject, Final Affiliation Agreement. Is**  
 10   **that an e-mail message that you sent to Dr.**  
 11   **Perri?**  
 12   A. Yes.  
 13   **Q. Your note says, "I was relieved to**  
 14   **have the teleconference with you, Mr. Gio,**  
 15   **Dr. Freiberg, and Mr. Shepherd yesterday,"**  
 16   **and then you go on. Were you a part of the**  
 17   **teleconference that is referenced there?**  
 18   A. Yes.  
 19   **Q. And so the participants were Dr.**  
 20   **Perri, you, Mr. Gio, Dr. Freiberg, and Tom**  
 21   **Shepherd?**  
 22   A. From what I recall, yes.  
 23   **Q. Was anybody else on the line?**  
 24   A. I'm not certain only because there  
 25   are multiple sites when the telephone

1                   **J. ROMERO**  
 2   A. The rough drafts were disposed as  
 3   soon as I typed up the summary for my own  
 4   records.  
 5   **MR. LOUGHLIN:** I think the  
 6   record should reflect that  
 7   Mr. Romero, in answering the  
 8   question, was, at various times,  
 9   pointing to Exhibit 17 as an example  
 10   of one of his e-mail records of  
 11   telephone conversation.  
 12   (Document marked as Romero  
 13   Exhibit 18 for identification as  
 14   of this date.)  
 15   **Q. Mr. Romero, the court reporter has**  
 16   **handed to you a document marked Deposition**  
 17   **Exhibit Number 18. Exhibit 18 is a string**  
 18   **of e-mails marked with identification**  
 19   **numbers ROSS 023723 through 23730. There is**  
 20   **an awful lot of back and forth here. You**  
 21   **can look as much as you would like. I'll**  
 22   **tell you that it is your e-mail to Dr. Perri**  
 23   **on December 20, 2006 that I will have**  
 24   **questions, but take your time as much as you**  
 25   **like and let me know when you're ready.**

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 1                   **J. ROMERO**  
 2   conferences happened at Wyckoff, Caritas,  
 3   and at Ross, and historically, when speaking  
 4   with Ross administrators, there would be  
 5   instances where someone would be listening  
 6   in from other lines either from Chicago  
 7   DeVry or Dominica.  
 8   **Q. Do you remember anybody else**  
 9   **participating in this telephone conference?**  
 10   A. I don't.  
 11   **Q. In substance, who said what to whom**  
 12   **during that conversation?**  
 13   A. I believe mainly it was a discussion  
 14   between Mr. Gio and Dr. Shepherd.  
 15   **Q. So we've moved on to the bosses**  
 16   **speaking to each other about the points; is**  
 17   **that correct?**  
 18   A. From what I recall, yes.  
 19   **Q. Toward the bottom of your message,**  
 20   **you write, "As for the rate, the standard**  
 21   **medical student clerkship set by BQHC for**  
 22   **Caritas and Wyckoff affiliates is \$350."**  
 23   **Who set that clerkship rate at BQHC?**  
 24   A. It would have been Mr. Gio and Mr.  
 25   Hsu, and Mr. Sarli based on the current

1 J. ROMERO

2 market.

3 Q. What was the rate for the AUC  
4 clerkships that were offered as part of that  
5 December 1, 2006 agreement?

6 A. I don't recall.

7 Q. During this conversation, had the  
8 representatives of Ross asked the hospitals  
9 to promise to lock in the weekly rate for  
10 clerkships at Wyckoff at a rate of \$312.50  
11 per week for the four-year term of the  
12 Caritas agreement?

13 A. I believe that was a negotiating  
14 point from Ross.

15 Q. So they asked for that?

16 A. Yes.

17 Q. And as the discussions evolved, they  
18 did, did they not, ask that a provision  
19 promising that the Wyckoff rate would be  
20 \$312.50 per week for four years be included  
21 in the BQHC Ross affiliation agreement; did  
22 they not?

23 A. I'm sorry, can you restate that?

24 Q. On the Ross side they were pressing,  
25 were they not, to have the \$312.50 weekly

1 J. ROMERO

2 that you're not on the CC list here. My  
3 first question is did you end up getting a  
4 copy of this e-mail and this draft?

5 A. I don't recall getting a copy of  
6 this e-mail, but I recall having seen this  
7 draft in the past.

8 Q. At or about the time of the e-mail,  
9 in the December 22, 2006 time frame?

10 A. I don't recall.

11 Q. What I'm trying to sort out is I'm  
12 sure you've looked at a lot to prepare for  
13 today. What I'm trying to sort out is  
14 whether you saw this during the course of  
15 the deal or whether you saw it later?

16 MR. LOUGHIN: For instance, in  
17 preparation of your testimony today?

18 THE WITNESS: Yes.

19 Q. Can you recall whether you saw it at  
20 the time that you were working on the deal?

21 A. No, I can't recall.

22 (Document marked as Romero  
23 Exhibit 20 for identification as  
24 of this date.)

25 Q. Mr. Romero, let me show you a

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93

1 J. ROMERO

2 rate at Wyckoff be included as part of the  
3 BQHC-Ross contract?

4 A. From what I recall -- I'll try to  
5 answer this the best way I can. From what I  
6 recall, the Caritas agreement and the  
7 separate Wyckoff agreement had the same  
8 rates.

9 Q. And their point, was it not, is they  
10 wanted their rate at Wyckoff to be  
11 guaranteed for four more years?

12 A. On a separate agreement, Ross --  
13 Dr. Perri had requested to lock in \$312.50  
14 for four years at Wyckoff.

15 (Document marked as Romero  
16 Exhibit 19 for identification as  
17 of this date.)

18 Q. Mr. Romero, the court reporter has  
19 handed to you a document marked Deposition  
20 Exhibit Number 19. It's been stamped with  
21 identification numbers ROSS 0630 through  
22 0643. And it looks like it's an e-mail from  
23 Dr. Shepherd to Mr. Gio. It shows copies  
24 going to Dr. Perri, John St. James, Virginia  
25 Smith and Richard Gunst. And I would note

1 J. ROMERO

2 document that the court reporter has marked  
3 as Exhibit 20. It's an e-mail string and an  
4 attachment that has been marked ROSS 008477  
5 through 8492. The first page is an e-mail,  
6 it looks like an exchange between you and  
7 Dr. Shepherd. Then there's a few pages of  
8 e-mails, looks as if it's internal to Ross,  
9 and then a draft red line affiliation  
10 agreement. I'll tell you that's the way it  
11 came out of Ross's files. Part of my  
12 question for you will be to see what went  
13 with what, if you can remember. At least  
14 the first page is an e-mail exchange between  
15 you and Dr. Shepherd, is it not?

16 A. Yes.

17 Q. Dr. Shepherd's e-mail to you, on  
18 that first page says, "I am sorry for the  
19 delay in getting the clarifications to you  
20 which are attached. If we have a signed  
21 agreement, then we can proceed with the  
22 transfer," and he goes on to talk about  
23 being out of town, et cetera, et cetera.  
24 You respond saying, "Thank you for the  
25 information. The file document was reviewed

1           **J. ROMERO**  
 2 and determined to be acceptable except for  
 3 any reference to the existing Wyckoff  
 4 Heights Medical Center agreement [Exhibit B,  
 5 (b), (i)].

6           On the page marked ROSS 008489, the  
 7 red line seems to indicate the insertion of  
 8 an Exhibit B, subparagraph (b)(i). Is it  
 9 the case that the red line draft in  
 10 Exhibit 20 is the attachment that you and  
 11 Dr. Shepherd were discussing in your e-mails  
 12 on the first page of the exhibit?

13          A. Yes.

14          Q. So Dr. Shepherd had sent the red  
 15 line draft in Exhibit 20 to you and then you  
 16 had commented back.

17          A. Yes.

18          Q. You write that the file document was  
 19 reviewed. Who on the hospital side reviewed  
 20 it?

21          A. I don't recall, but agreements were  
 22 submitted to Mr. McDonald and Mr. Hoffman at  
 23 the time.

24          Q. So if you followed the hospital's  
 25 usual business practice on entering the

1           **J. ROMERO**  
 2 described with Mr. Gio?  
 3 MR. TZANETOPOULOS: I asked him  
 4 if he spoke to anybody else.

5           THE WITNESS: I don't recall.  
 6 However, at this time I would be  
 7 calling Dr. Perri's office or Phil  
 8 Perri for any updates or  
 9 Mr. St. James.

10         Q. Do you remember doing so between the  
 11 time Dr. Shepherd sent this draft to you and  
 12 you sent it back to him?

13          A. I don't recall receiving this draft  
 14 from Dr. Shepherd. I recall receiving this  
 15 draft internally at the hospital. Then I  
 16 responded to the draft.

17          MR. LOUGHIN: That's your  
 18 recollection?

19          THE WITNESS: I don't recall  
 20 ever receiving a direct e-mail from  
 21 Dr. Shepherd on the draft agreement.  
 22 We did go through multiple drafts  
 23 with Virginia's input and without,  
 24 with Mr. St. James's input and  
 25 without, so in this particular case,

95           **J. ROMERO**  
 1 contracts, this agreement should have been  
 2 submitted to Mr. McDonald and to Mr.  
 3 Hoffman?

4          A. And Mr. Gio.

5          Q. And when you wrote back to Dr.  
 6 Shepherd that it was acceptable except for  
 7 the provision that you indicated, is that a  
 8 decision you made on your own or is that you  
 9 communicating a decision that had been made  
 10 by others?

11          A. I recall writing this e-mail after  
 12 discussing this with Mr. Gio.

13          Q. So is it the case that Mr. Gio made  
 14 the decision and then asked you to  
 15 communicate this message to Ross?

16          A. Yes. It was always Mr. Gio's  
 17 position that Caritas and Wyckoff be  
 18 separate.

19          Q. Between the time that Dr. Shepherd  
 20 sent the red line draft in Exhibit 20 to you  
 21 and you sent the return message to him, did  
 22 you speak with anybody at Ross?

23          MR. LOUGHIN: You mean other  
 24 than the consultation that he

97           **J. ROMERO**  
 1 I don't recall receiving this  
 2 particular draft from Tom Shepherd.

3          Q. The draft that's in Exhibit 20, from  
 4 whom at the hospital did you receive it?

5          A. I don't recall.

6          Q. In any event, once you did get it  
 7 and spoke with Mr. Gio about it, the message  
 8 Mr. Gio sent you to communicate to Ross is  
 9 contained in your e-mail in Exhibit 20?

10          A. Yes.

11          Q. The third paragraph down, you write,  
 12 "A decision was made by Caritas that this  
 13 agreement has exhausted a lot of resources  
 14 already including time and opportunity.  
 15 Caritas will cease any more discussions or  
 16 negotiations after the end of the business  
 17 day today, December 28, 2006." Do you see  
 18 that?

19          A. Yes.

20          Q. I take it Mr. Gio told you to send  
 21 that message as well?

22          A. It was a combination of Mr. Gio and  
 23 Mr. McDonald.

24          Q. And the message they wanted

## J. ROMERO

1 delivered to Ross was take it or leave it at  
 2 this point, correct?

3 A. That's correct.

4 Q. If we could stay for just a moment  
 5 on Exhibit 20, in the course of your work at  
 6 the hospital, I take it you've worked with  
 7 red line or track changes documents?

8 A. Yes.

9 Q. So if we can look at Exhibit 20,  
 10 what I would like to talk about is your  
 11 understanding of how the red line or the  
 12 track changes works in this draft, all  
 13 right? Let's look, if we might, at that  
 14 Exhibit B language we were discussing on  
 15 ROSS 8489. And so if we look on that page,  
 16 under (b)(i), there is some language and  
 17 some underlining. Do you understand that to  
 18 be language that Ross had added to the prior  
 19 draft?

20 A. Yes.

21 Q. Now, if we look at subparagraph (c),  
 22 there are some boxes in the right-hand  
 23 margin that says deleted. Do you understand  
 24 that to be language that Ross had taken out

## J. ROMERO

1 for identification as of this  
 2 date.)

3 Q. Mr. Romero, let me show you a  
 4 document that the court reporter has marked  
 5 as Exhibit 21. It's an e-mail and an  
 6 attachment from Virginia Smith to, it looks  
 7 like, you and Mr. Gio, but we'll discuss  
 8 that, and it's been marked as Ross 0614 to  
 9 0625. Is the e-mail address jur9004@nyp.org  
 10 yours?

11 A. Yes.

12 Q. And djg@nyp.org Mr. Gio's?

13 A. Yes.

14 Q. And is this an e-mail that Virginia  
 15 Smith sent to you on December 28, 2006?

16 A. Yes.

17 Q. Virginia Smith, as you understood,  
 18 she was an inhouse lower for DeVry, correct?

19 A. No, I did understand that she was an  
 20 attorney for Ross -- or DeVry.

21 Q. And she writes to you, "Attached is  
 22 a revised draft of the above-referenced  
 23 agreement. This is a clean copy, suitable  
 24 for execution. In accordance with our

## J. ROMERO

1 from the prior draft?

2 A. Yes.

3 Q. And if we go to the last two pages  
 4 of Exhibit B of this draft marked ROSS 8490  
 5 and 8491, there is some other underlined  
 6 language on those two pages, correct?

7 A. Correct.

8 Q. And do you understand that those  
 9 underlined portions to be language that Ross  
 10 added to a prior draft?

11 A. Ross or its attorneys, yes.

12 Q. And on your e-mail at the first page  
 13 of Exhibit 20, what you wrote back to Dr.  
 14 Shepherd was that the file document was  
 15 reviewed and determined to be acceptable  
 16 except for any reference to the existing  
 17 Wyckoff Heights Center agreement, Exhibit B,  
 18 (b), (i), correct?

19 A. Correct.

20 Q. That reference is, is it not, the  
 21 language on page ROSS 008489 under (b)(i)?

22 A. Yes.

23 (Document marked as Romero  
 24 Exhibit 21

## J. ROMERO

1 conversation earlier this morning, the sole  
 2 change to the document is the deletion in  
 3 Exhibit of the paragraph referencing the  
 4 existing agreement between Ross and Wyckoff.  
 5 As we discussed, the Wyckoff agreement  
 6 currently provides for a rate of \$312.50 per  
 7 week, per clinical clerkship, until the  
 8 parties mutually agree otherwise." What did  
 9 you do with this version of the agreement  
 10 when you got it?

11 A. From what I recall, I printed it and  
 12 left a copy to be read by Mr. Gio, and I  
 13 left a printed copy for Mr. McDonald of  
 14 Caritas.

15 Q. Did you compare the draft that Ms.  
 16 Smith sent in Exhibit 21 with the red line  
 17 in Exhibit 20 at this time?

18 MR. LOUGHIN: By this time, he  
 19 means the morning of December 28th.

20 THE WITNESS: I don't recall  
 21 comparing it.

22 Q. In the ordinary course of the  
 23 hospital's business, would comparing drafts  
 24 of contracts like this be your job or would

**J. ROMERO**

1 that be something for Mr. Gio or Mr.  
 2 McDonald to take care of?

3 A. It would be for Mr. McDonald and Mr.  
 4 Gio to delegate.

5 Q. Did they delegate that to you?

6 A. I don't recall.

7 Q. Can you recall taking any further  
 8 steps with the draft of the agreement in  
 9 Exhibit 21?

10 A. I just recall reading it and giving  
 11 copies to both administrators.

12 Q. Anything else that you did with the  
 13 draft?

14 A. No.

15 Q. Mr. Romero, let me direct your  
 16 attention back to Deposition Exhibit  
 17 Number 5. It's the affiliation agreement  
 18 that's signed. Now, if I can direct your  
 19 attention to the last page whenever you're  
 20 ready, which is a fax cover sheet, indicates  
 21 from you to Mr. St. James and Dr. Perri, did  
 22 you in fact fax or cause to be faxed this  
 23 signed agreement to Mr. St. James and Dr.  
 24 Perri?

**J. ROMERO**

1 signature process before sending it to Ross?

2 A. Yes.

3 Q. Tell us about every step you took in  
 4 the process.

5 A. From my recollection, the draft that  
 6 I received was submitted -- was printed from  
 7 my e-mail and given to Mr. Gio's office and  
 8 to McDonald's office at St. John's Hospital.  
 9 These are two locations. So I would leave a  
 10 draft in Brooklyn at Wyckoff, and I would  
 11 leave a draft in Queens with Mr. McDonald at  
 12 Caritas. And then I would leave it with the  
 13 administrative assistant and then ask that  
 14 they call me once there are any comments or  
 15 directives from both administrator. At  
 16 Caritas, of course, my request at that time  
 17 was to call me once the signatures were  
 18 executed.

19 Q. And you physically were located at  
 20 the time at Wyckoff?

21 A. Yes.

22 Q. When is it that you received a call  
 23 that the document had been signed?

24 A. From my recollection, when I

**J. ROMERO**

1 A. I recall sending the document.

2 Q. So you faxed this yourself?

3 A. Yes.

4 Q. Were you the person who provided the  
 5 draft to Mr. McDonald to be signed?

6 A. I don't recall giving the final  
 7 draft for him to sign, but I do recall  
 8 giving him the draft.

9 Q. The signature below Mr. McDonald's  
 10 on the signed document is Dr. Mandava's, is  
 11 it not?

12 A. Yes.

13 Q. Did you provide a draft for Dr.  
 14 Mandava to be signed?

15 A. I left a draft in his office -- I  
 16 left a draft in McDonald's office for Dr.  
 17 Mandava.

18 Q. In terms of the process of -- let's  
 19 take a step back. What I am driving at here  
 20 is I'm trying to understand the process by  
 21 which Mr. McDonald came to sign it and then  
 22 you sent it to Ross, so let me ask questions  
 23 about that. Were you the person who  
 24 shepherded the final draft through the

**J. ROMERO**

1 received the call, it was the same day as I  
 2 picked up the agreement, the signed  
 3 agreement, and I faxed it from my McDonald's  
 4 office.

5 Q. So if we have this right, first you  
 6 left a copy with Mr. Gio's office and then  
 7 you went to Queens and left one with Mr.  
 8 McDonald.

9 A. Yes.

10 Q. Then you went to your office.

11 A. Yes.

12 Q. Then when you received word that Mr.  
 13 McDonald and Dr. Mandava had signed the  
 14 agreement, you went back to Queens and faxed  
 15 it back to Ross from there?

16 A. That's correct. Just for the  
 17 record, the day I left the draft with Mr.  
 18 Gio and Mr. McDonald is not necessarily the  
 19 same day it was signed.

20 (Document marked as Romero  
 21 Exhibit 22 for identification as  
 22 of this date.)

23 Q. Mr. Romero, the court reporter has  
 24 marked as Exhibit 22 a two-page document

1 J. ROMERO  
 2 stamped BQHC 47342 and 343. Is that an  
 3 e-mail that you sent to Mr. McDonald with a  
 4 copy to Mr. Gio on February 10, 2007?  
 5 A. Yes.

6 Q. You write, "Sir, thank you for  
 7 meeting with me before the medical board  
 8 meeting on Thursday and your assurance of my  
 9 role at BQHC." What were the discussions  
 10 that you had with Mr. McDonald about that?

11 A. Mr. McDonald at the time of his  
 12 first few months at Caritas wanted to define  
 13 several roles that I had in medical  
 14 education in particular with medical  
 15 students, and he wanted me to summarize my  
 16 role at Caritas in what I can do at Caritas.  
 17

Q. Under point 1, which is Caritas  
 clerkships, you write, "Orientation for all  
 BQHC students will be at the MIH cafeteria."  
 What orientation are you referring to here?

A. It would be the general introductory  
 orientation of hospital rules and policies  
 for students, for Caritas students, at the  
 MIH cafeteria, and on the second line there  
 is, "All students will be at Wyckoff for

1 J. ROMERO  
 2 A. Yes.  
 3 Q. At the present time, is the only  
 4 BQHC affiliate that has the capacity to  
 5 provide clinical clerkship rotations for  
 6 medical students Wyckoff? I'm talking about  
 7 today.

8 A. I'm not certain about your question  
 9 because BQHC does not exist in my view.

10 Q. Is the only entity to which you're  
 11 affiliated -- let me ask you a better  
 12 question. Does Wyckoff have any other  
 13 affiliates at which it can place medical  
 14 students for clinic clerkship rotations?

15 A. Only within its clinical sites which  
 16 includes the out-patient clinic that I  
 17 mentioned.

18 Q. In those instances, it would be  
 19 Wyckoff's outpatient clinics?

20 A. Only Wyckoff's.  
 (Document marked as Romero  
 Exhibit 23 for identification as  
 of this date.)

21 Q. Mr. Romero, the court reporter has  
 22 handed to you a document that has been  
 23

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1 J. ROMERO  
 2 more orientation."  
 3 Q. I misread that, and I apologize to  
 4 you. Let me start again. Under point 1,  
 5 you write, "AUC and Ross students are  
 6 scheduled to begin at Caritas on 2/21/07.  
 7 Briefing will be at the MIH cafeteria."  
 8 Let's talk about the next sentence. You  
 9 write, "Orientation for all BQHC students  
 10 will be at Wyckoff on February 20, 2007."  
 11 What students would be included in the "all  
 12 BQHC students" that you discuss there?

13 A. It would encompass all students from  
 14 affiliated medical schools at all the  
 15 clinical sites.

16 Q. So that would include Wyckoff, Mary  
 17 Immaculate and St. John's medical students?

18 A. That's correct.

19 Q. Were there any other clinical sites?

20 A. We had satellite sites which are  
 21 out-patient clinics at Caritas and at  
 22 Wyckoff.

23 Q. But in each case, those students  
 24 would be running through either St. John's,  
 25 or Mary Immaculate, or Wyckoff?

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1 J. ROMERO  
 2 marked as Deposition Exhibit Number 23.  
 3 It's been stamped with identification  
 4 numbers BQHC 13451 through 13453, and it is  
 5 an e-mail from someone named Joann Purcell,  
 6 P-U-R-C-E-L-L, to MIH Distribution A, SJQ  
 7 Distribution A, and WHMC Distribution A.  
 8 Were you included on any of these  
 9 distribution lists?

10 A. I'm not sure.

11 Q. Did you get this memo?

12 A. I don't recall.

13 Q. There was, was there not, a time  
 14 when Tom Singleton became chief  
 15 restructuring officer at all the hospital  
 16 entities?

17 A. Yes.

18 Q. At some point in time, for your  
 19 purposes in dealing with medical education,  
 20 was it Mr. Singleton who was ultimately  
 21 making the decisions about those topics?

22 A. Yes.

23 Q. And at that point, Mr. Gio was no  
 24 longer making those decisions.

25 A. For the most part.

1 J. ROMERO

2 Q. As you understood it, during the  
3 period of time Mr. Singleton was at the  
4 hospitals, he had the final say so?

5 A. Yes, except --

6 Q. What exception?

7 A. For a few matters.

8 Q. Which matters were those?

9 A. May I say as an example?

10 Q. Sure.

11 A. An example would be when Ross  
12 University decided to renew or revise their  
13 agreement with Wyckoff, Mr. Singleton had  
14 instructed me to involve Mr. Gio.

15 Q. And there was, was there not, an  
16 amendment in 2007 or 2008 to the  
17 Wyckoff-Ross affiliation agreement?

18 A. Yes.

19 Q. And so Mr. Singleton directed you to  
20 involve Mr. Gio in that process?

21 A. Yes.

22 Q. And Mr. Singleton was the one who  
23 actually signed that amendment, did he not?

24 A. I'm not certain.

25 Q. Wyckoff continues to supply to Ross

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2 charge of developing clinical agreements  
3 with hospitals for Ross University.

4 Q. So at that point, your liaison for  
5 contract negotiations at Ross changed from  
6 being Dr. Perri to Dr. Chu?

7 A. Yes.

8 Q. On your side of things, on the  
9 hospital side of things, the major deal  
10 points -- strike that.

11 Is it the case that once Mr.  
12 Singleton arrived at the hospital, that the  
13 decision maker for you on deal points became  
14 Mr. Singleton?

15 A. Yes.

16 (Document marked as Romero  
17 Exhibit 24 for identification as  
18 of this date.)

19 Q. Mr. Romero, the court reporter has  
20 marked as Exhibit 24 an e-mail that's been  
21 stamped with identification number BQHC  
22 40627. Is that an e-mail from you to Dr.  
23 Chu and it looks like it returned back.  
24 It's kind of tough to figure.

25 A. The body of this e-mail is from Dr.

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2 clinical clerkships for Ross's medical  
3 students at Wyckoff under that amendment,  
4 correct?

5 A. Yes.

6 Q. And Ross pays Wyckoff for those  
7 clerkships?

8 A. Yes.

9 Q. At some point in time, did you begin  
10 discussing with Ross the potential for  
11 amending the affiliation agreement in  
12 Exhibit 5 to add additional prepayments and  
13 additional clerkship slots?

14 A. May I review that?

15 Q. Absolutely.

16 A. Yes.

17 Q. Were those discussions about  
18 amendment of the agreement, when you had  
19 them, primarily with someone named Joseph  
20 Chu, C-H-U?

21 A. Yes.

22 Q. What did you understand Mr. Chu's  
23 role at Ross to be?

24 A. Dr. Chu was, at that time, the  
25 clinical dean for Ross University and is in

1 J. ROMERO

2 Chu.

3 Q. What confuses me is your signature  
4 block is up there some place. Before we get  
5 to the document, let's take a sideline.  
6 There's a number of documents that the  
7 defendant has produced in this case, e-mails  
8 where your signature block lists you as  
9 assistant vice president medical education  
10 for Brooklyn Queens Health Care, Inc.,  
11 Wyckoff Heights Medical Center, Caritas-Mary  
12 Immaculate, and Caritas-St. John's. During  
13 the period of time when your e-mail lists  
14 facilities at which you were -- strike that.

15 The signature block on this e-mail  
16 lists you as assistant vice president  
17 medical education for Brooklyn Queens Health  
18 Care, Inc., Wyckoff Heights Medical Center,  
19 Caritas-Mary Immaculate Hospital and  
20 Caritas-St. John's Queens Hospital. During  
21 the time when your signature block on your  
22 e-mail listed different facilities, did you  
23 hold that office at each of those entities  
24 listed?

25 A. I held that office at Wyckoff and at

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2

Mary Immaculate physically.

3 MR. LOUGHLIN: I'm not sure that  
4 you understood the question. I  
5 don't think it refers to where you  
6 actually had a physical office.

7 MR. TZANETOPOULOS: Right. I  
8 was not asking about where your  
9 office was physically located. My  
10 question is were you vice president  
11 at the entities listed in your  
12 signature block whenever they were  
13 on your signature block?

14 MR. LOUGHLIN: You should just  
15 describe what roles you had.  
16 Whether or not you wrote this or  
17 Joseph Chu wrote this, if there are  
18 other e-mails that list you as  
19 having those roles, you should just  
20 describe your understanding of what  
21 those roles involved.

22 THE WITNESS: It was indeed my  
23 understanding that I represent  
24 student-related activities for  
25 Wyckoff Heights Medical Center and

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2

A. No.

3 Q. So we could agree, can we not, that  
4 at this time you were assistant vice  
5 president of medical education at Brooklyn  
6 Queens Health Care, Inc., correct?

7 MR. LOUGHLIN: Objection to  
8 form.

9 THE WITNESS: In that role, in  
10 those particular roles for those  
11 hospitals. There is no -- Brooklyn  
12 Queens Health Care was established  
13 by Mr. Gio or whoever it is that  
14 established it. There was no formal  
15 appointment for individuals to have  
16 specific titles, although we all had  
17 our roles marked for us  
18 individually, and in this case,  
19 these were marked for my role with  
20 the medical education program.

21 Q. Let's go back to the topic that came  
22 up earlier. At this period of time, you had  
23 an office at Wyckoff, did you not?

24 A. Yes.

25 Q. And you also had an office at St.

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2 the Caritas hospitals.

3 (Document marked as Romero  
4 Exhibit 25 for identification as  
5 of this date.)

6 Q. Mr. Romero, the court reporter has  
7 handed you a document marked Exhibit 25.  
8 It's been marked as identification numbers  
9 ROSS 007674 and 7675. Is it, is it not, an  
10 e-mail exchange between you and Dr. Chu?

11 A. Yes.

12 Q. And the bottom e-mail is the one  
13 that you sent to Dr. Chu on October 15,  
14 2007?

15 A. Yes.

16 Q. And if you look, your signature  
17 block or your identification block in your  
18 e-mail to Dr. Chu lists you as assistant  
19 vice president medical education Brooklyn  
20 Queens Health Care, Inc., Wyckoff Heights  
21 Medical Center, Caritas-Mary Immaculate  
22 Hospital, and Caritas-St. John's Queens  
23 Hospital. Would you ever send out, sir, an  
24 e-mail listing as you as an officer of an  
25 entity where you were not an officer?

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2 John's?

3 A. No.

4 Q. Was your only physical office at  
5 Wyckoff?

6 A. No, I had an office at Mary  
7 Immaculate Hospital and at Wyckoff.

8 Q. That's 50-50. Did Brooklyn Queens  
9 Health Care have a physical location?

10 A. None that I recall.

11 Q. If I can take your attention back to  
12 Exhibit 24, Dr. Chu writes to you, "As we  
13 discussed on the telephone yesterday and  
14 today, Ross University has reached an  
15 agreement with Caritas and Wyckoff Heights  
16 Medical Center. Ross University will prepay  
17 \$4.5 million to Caritas for the following:"  
18 and then there is a list. What do you  
19 recall about those discussions?

20 A. Dr. Chu, from my recollection, was  
21 renegotiating the existing agreement at  
22 Caritas and was also trying to renegotiate  
23 the agreement at Wyckoff.

24 Q. There are references throughout the  
25 text to positions for XXX. Do you see where

## 1 J. ROMERO

2 I am in 2 and 3, 1?

3 A. Yes.

4 Q. Did you have an understanding of  
5 what XXX meant?

6 A. No.

7 Q. Is it the case that you were really  
8 discussing with Dr. Chu positions then  
9 contractually committed to AUC?

10 A. It's possible .

11 (Document marked as Romero  
12 Exhibit 26 for identification as  
13 of this date.)14 Q. Mr. Romero, the court reporter has  
15 handed you a document that's marked as  
16 Exhibit 26. It's an e-mail string marked  
17 with identification numbers BQHC 19857  
18 through 19861. This is, is it not, an  
19 e-mail exchange between you and Mr.  
20 Singleton, and a little bit later, there is  
21 an inclusion of Barbara Aubel, A-U-B-E-L,  
22 Paul Goldberg, and Ajay Lodha, A-J-A-Y,  
23 L-O-D-H-A; is that correct?

24 A. Yes.

25 Q. What was the purpose of your e-mails

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2 A. Yes.

3 Q. And is that what you were evaluating  
4 in the different scenarios that are listed  
5 in this e-mail?6 A. I wanted to open up a discussion for  
7 them to review the contracts, and I wanted  
8 them to have a summary of my own discussions  
9 regarding possibilities between the two  
10 medical schools involved at Caritas at that  
11 time, AUC and Ross.12 Q. And are the scenarios listed in this  
13 exhibit a result of that work?14 A. Yes, the scenarios are the  
15 discussions of that.16 Q. If I can direct your attention to  
17 the page stamped BQHC 19859, that looks to  
18 be your first e-mail to Mr. Sarli, Mr.  
19 Hoffman, and Mr. Singleton in this exhibit,  
20 correct?21 A. I'm not certain if this is the first  
22 e-mail.

23 Q. But at least in this exhibit.

24 A. Yes, this is my e-mail.

25 Q. And you write, "The attached is

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2 to Mr. Singleton?

3 A. Mr. Singleton had, at that time,  
4 asked all the parties concerned, myself  
5 included, to evaluate the contracts that we  
6 had at Wyckoff and at Caritas.7 Q. And who other than you had Mr.  
8 Singleton asked to do so?9 A. Mr. Paul Goldberg from his company,  
10 Dr. Ajay Lodha, chief medical officer of  
11 Caritas, Lee Barkan. I think that's all I  
12 can recall.13 Q. Mr. Barkan was an attorney at the  
14 Proskauer Rose law firm?

15 A. I believe so.

16 Q. And he was the hospital's legal  
17 counsel outside?18 A. I believe from my recollection, Mr.  
19 Barkan came on board after Mr. Hoffman left.  
20 I would add Mr. Hoffman to this discussion.21 Q. Mr. Singleton asked you to evaluate  
22 whether additional funds could be raised for  
23 the hospitals by entering into amendments or  
24 additional affiliation agreements with  
25 medical schools?

## 1 J. ROMERO

2 AUC's counteroffer." Counter to what?

3 A. In the fall of 2007, AUC had  
4 proposed to revise the agreement, the  
5 promissory note, with Caritas, and  
6 discussions were made between Dr. Kaplan,  
7 the clinical dean at AUC and Mr. Singleton,  
8 and myself present in some of those  
9 discussions, to modify their existing  
10 promissory note.11 Q. And what modifications were they  
12 looking for?13 A. They were looking for -- in my  
14 recollection, they were basically looking  
15 for two modifications, qualitative and  
16 quantitative modifications in the number of  
17 slots that are placed and the number of  
18 slots that are vacated, whether or not they  
19 should pay for vacated or unscheduled slots.  
20 Qualitative-wise they wanted limitations in  
21 the number of students that are seen by  
22 faculty by way of a ratio, and they wanted  
23 to increase clinical cases just for their  
24 own students separate from Ross, as I recall  
25 it.

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2 Q. Let me see if I can fairly translate  
3 that in layman's terms. Is it the case that  
4 the hospitals wanted AUC to be charged for  
5 clerkship rotations if it had been reserved  
6 for AUC but AUC didn't provide a student,  
7 and then AUC did not want to be charged for  
8 those instances?

9 A. Yes.

10 Q. And that was the one point. They  
11 also, at AUC, wanted a limit on the number  
12 of clerks that would be present at the  
13 hospitals based on some ratio --

14 A. Yes.

15 Q. -- of clerks to doctors?

16 A. Correct.

17 Q. And they wanted special treatment on  
18 clinical cases just for their own students.

19 A. That's correct.

20 Q. And what is it that you were looking  
21 for in this negotiation?

22 A. I believe -- if I may, I believe I  
23 was looking for some balance between Ross  
24 University and AUC. I could not make a  
25 comment on the clinical and the quality

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2 1910

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4 offered to pay \$4.5 million prepayment if  
5 you were willing to commit to him the 50  
6 slots that AUC held at the Caritas  
7 hospitals?

8 A. To the extent that the 50 slots are  
9 vacant.

10 Q. And you write on your plan B,  
11 "Release the cap." Does that reference the  
12 fact that if you vacated AUC and replaced  
13 those slots would Ross students, you  
14 wouldn't have the issue of having this ratio  
15 cap of a number of clerkships offered by the  
16 hospital?

17 A. There was a cap on the promissory  
18 note with AUC, and that was the cap I was  
19 alluding to.

20 Q. So if you replaced AUC with Ross,  
21 that cap would be released, correct?

22 A. Yes.

23 Q. And the reason that was advantageous  
24 to the hospitals is that it would mean that  
25 you could offer more clinical clerkship  
rotations, correct?

A. Yes.

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2 issues, but at the time I was pushing for  
3 balance.

4 Q. And you were also, were you not,  
5 looking for the opportunity -- let's go back  
6 a step. Was it a problem between the  
7 hospitals and AUC that AUC would have  
8 reserved slots but then not turn up students  
9 for those slots?

10 A. Yes.

11 Q. Did you have such a problem with  
12 Ross?

13 A. Yes.

14 Q. To the same degree?

15 A. No.

16 Q. I take it AUC was the bigger  
17 problem?

18 A. To that extent, yes.

19 Q. Now, your e-mail goes down on that  
20 same page to reflect that "Ross is offering  
21 Caritas \$4.5 million for AUC's share of  
22 Caritas slots (Plan B)." And then if you go  
23 on your e-mail, there is a Plan B on the  
24 next page. Is it the case that you were in  
25 discussions with Dr. Chu in which he had

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2 Q. And by offering additional  
3 rotations, potentially raise additional  
4 funds by charging for those rotations.

5 A. The reason for the release of the  
6 cap, the reason I requested for the release  
7 of the cap is because we opened up electives  
8 and core rotations particularly in  
9 psychiatry, and that's one of the main  
10 reasons why I needed the cap released.

11 Q. It is the case, is it not, though,  
12 that releasing the cap would enable the  
13 hospitals to earn more money by selling more  
14 clerkships slots?

15 A. We would be able to charge for more  
16 clerkship slots.

17 Q. And then there is a Plan C, and  
18 there is some discussion of modifications.  
19 In layman's terms, is it the case that what  
20 you were conveying there, one was that an  
21 option was to attempt to negotiate with both  
22 Ross and AUC modifications which would have  
23 students from both schools there but change  
24 caps, and ratios, and prices?

25 A. Specific to the interest payments

## 1 J. ROMERO

2 and the caps. I was trying to encourage Mr.  
 3 Singleton to have a dialogue with both  
 4 medical schools in this plan.

5 Q. So if you can summarize Plans A, B  
 6 and C on a very high level, Plan A is no  
 7 change but deal with the interest payments,  
 8 Plan B is replace AUC with Ross, and Plan C  
 9 is talk to both schools but modify the  
 10 contracts.

11 A. Correct.

12 Q. If we go to page BQHC 19859, Mr.  
 13 Singleton responds, and he writes, "It seems  
 14 the Plan B produces \$1.3 million of  
 15 immediate cash plus gives us additional  
 16 slots to sell. If this is correct, Plan B  
 17 is tough to beat. What is the down side to  
 18 plan B?" Did you understand what he was  
 19 talking about there?

20 A. Yes.

21 Q. The 1.3 in cash that Mr. Singleton  
 22 discusses there that would be produced for  
 23 the hospitals is the result of the fact that  
 24 there was \$3.2 million of unamortized  
 25 prepayment from AUC for slots that Ross had

## 1 J. ROMERO

2 side is, "We could indeed infuse some cash  
 3 with Plan B (and it is still available). I  
 4 was exploring our long-term relationship  
 5 with the schools and the possibility of a  
 6 monopoly by one school," right?

7 A. Yes.

8 Q. The next thing you say is, "Plan B  
 9 Scenario:" The Plan B Scenario refers, does  
 10 it not, to the Plan B of your first e-mail  
 11 and the Plan B in Mr. Singleton's question?

12 A. Yes.

13 Q. Then you write, "AUC is pulled out  
 14 of Caritas. Ross gets exclusivity for of  
 15 the next three years, options for year 4 and  
 16 5. We get \$1.3 million." What discussions  
 17 had you had with Ross about a three-year  
 18 term in options?

19 A. This discussion, from my  
 20 recollection, is what Dr. Chu was trying to  
 21 propose to Caritas at the time.

22 Q. And your statement, "We get  
 23 \$1.3 million," that is a reference to the  
 24 difference between the price that you  
 25 testified about earlier?

## 1 J. ROMERO

2 offered \$4.5 million to acquire, correct?

3 A. That's my understanding.

4 Q. So if you swapped out AUC and  
 5 replaced it with Ross at those prices, that  
 6 would generate an immediate gain of  
 7 \$1.3 million, correct?

8 A. Yes.

9 Q. Also, you lose the cap; you like  
 10 that part, correct?

11 A. Yes.

12 Q. And then he asked you what's the  
 13 down side.

14 A. That's correct.

15 Q. Your response to Mr. Singleton's  
 16 question about the down side begins, does it  
 17 not, at BQHC 19857 at the bottom of the  
 18 page?

19 A. Yes.

20 Q. So your response to Mr. Singleton's  
 21 question begins at the bottom of the first  
 22 page of Exhibit 26.

23 A. Yes.

24 Q. And what you write to Mr. Singleton  
 25 in response to his question about the down

## 1 J. ROMERO

2 A. Yes.

3 Q. And then you write to Mr. Singleton,  
 4 "In a worst-case scenario, a fall-out by the  
 5 residency programs or institution will make  
 6 us responsible for unamortized payments plus  
 7 interest of up to \$9.5 million (initial  
 8 \$5 million plus \$4.5 million). Slots lost  
 9 at Caritas are guaranteed at Wyckoff as per  
 10 both contracts."

11 A. That's what I wrote to Mr.  
 12 Singleton.

13 Q. The two contracts that you were  
 14 referring to in that part of your e-mail are  
 15 the AUC contract, the AUC promissory note,  
 16 and the Ross affiliation agreement, correct?

17 A. In this last line, "Slots lost at  
 18 Caritas are guaranteed at Wyckoff as per  
 19 both contracts," I was really alluding to  
 20 AUC. From what I recall, the promissory  
 21 note is what we had at Wyckoff, and what I  
 22 was discussing with Mr. Singleton with Ross  
 23 in this particular case is the monetary  
 24 obligation on the unamortized monies that  
 25 was being proposed by Dr. Chu.

1 J. ROMERO

2 Q. Did you have more than one contract  
3 with AUC for the Caritas hospitals?

4 A. No. If I recall, we only had a  
5 promissory note.

6 Q. Earlier you may have discussed about  
7 the fact that the unamortized balance on the  
8 AUC notes was only \$3.2 million, correct?

9 A. Yes.

10 Q. So it's not the case, is it, that if  
11 AUC pulled out of Caritas, you would be  
12 responsible for \$9.5 million, correct?

13 A. Correct.

14 Q. The contract with Ross involved a  
15 \$5 million prepayment, correct?

16 A. That's correct.

17 Q. And the proposal on the table from  
18 Ross was an additional \$4.5 million.

19 A. That's correct.

20 Q. And that adds up to \$9.5 million,  
21 correct?

22 A. Correct.

23 Q. So the responsibility for \$9.5  
24 million really refers, does it not, to the  
25 \$5 million from Ross's original affiliation

1 J. ROMERO

2 Q. And your concern here that you  
3 expressed to Singleton is that if you were  
4 going to make the swap, Ross with AUC, the  
5 hospitals needed to know that they could get  
6 out of the AUC contract without liability.

7 A. Yes.

8 Q. And it says here that you sent a  
9 copy of that contract to Mr. Hoffman last  
10 month, correct?

11 A. Correct.

12 Q. That was the AUC contract?

13 A. Yes.

14 Q. And your purpose in doing so was to  
15 ask him to review whether or not it was  
16 possible to get out of it?

17 A. Yes.

18 Q. At the top e-mail on the first page  
19 of Exhibit 26, toward the top of the e-mail,  
20 Mr. Singleton says that he would like to  
21 meet with Julius, Paul, and Dr. L. I take  
22 it you understand Julius to be you.

23 A. Yes.

24 Q. Paul is Paul Goldberg.

25 A. Goldberg.

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2 agreement and the four and a half from the  
3 proposal, right?

4 A. That's correct.

5 Q. If we go down further to the bottom  
6 of that page, you write to Mr. Singleton,  
7 "If we go with Plan B, I recommend an  
8 airtight exit, with a complete review of the  
9 agreement with AUC. I sent David Hoffman a  
10 copy of the contract last month. To  
11 maintain good relations, we can offer them  
12 electives and some cores (if Ross agrees)."  
13 Your concern was, was it not, that if you  
14 replaced AUC with Ross, AUC might sue the  
15 hospitals?

16 A. Yes, it's a possibility.

17 Q. So your concern, as expressed to Mr.  
18 Singleton here, was that if you were going  
19 to engage in this transaction, you first  
20 must decide that you really could get out of  
21 the AUC contract?

22 A. At that time, AUC was in discussion  
23 with Mr. Singleton already, so yes, I did  
24 encourage him to have a dialogue with both  
25 schools.

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2 Q. And Dr. L is Dr. Lodha, I take it?

3 A. Might have been.

4 Q. Was there such a meeting?

5 A. I don't recall the meeting.

6 (Document marked as Romero  
7 Exhibit 27 for identification as  
8 of this date.)

9 Q. Mr. Romero, the court reporter has  
10 handed to you a document marked Exhibit 27.  
11 It's been stamped with identification  
12 numbers ROSS 7512 and 7513. It's an e-mail  
13 exchange between you and Dr. Chu, is it not?

14 A. Yes.

15 Q. Now, just to be fair to you, I'll  
16 fast forward to save us time. There had  
17 been negotiations and additional e-mails  
18 between and you Dr. Chu on mainly both the  
19 Caritas and Wyckoff contracts during this  
20 period of time, had there not?

21 A. Yes.

22 Q. And at this point in time, the two  
23 of you had exchanged some draft contracts.

24 A. I believe so.

25 Q. Your e-mail to Dr. Chu on the first

1                   **J. ROMERO**  
 2 page dated November 27, 2007 at 12:33 p.m.,  
 3 it says, "Legal reviewing final touches on  
 4 contract." And then at the bottom, it says,  
 5 "If you can, please call me or Clair  
 6 Mullally, Esq. at (718)558-2001." Who is  
 7 Claire Mullally?

8                   A. Claire Mullally was a counsel for  
 9 Caritas at that time who was involved in  
 10 viewing the draft issues. M-U-L-L-A-L-L-Y.

11                 Q. So Ms. Mullally was the hospital's  
 12 inhouse lawyer?

13                 A. Yes, of Caritas.

14                 Q. During the course of your work  
 15 exchanging draft amendments to the BQHC-Ross  
 16 affiliation agreement with Dr. Chu, had Ms.  
 17 Mullally been involved in the process?

18                 A. Yes, she was the person who was  
 19 exchanging drafts with Dr. Chu.

20                 Q. So from your side, it was the  
 21 hospital's lawyer swapping drafts with Dr.  
 22 Chu?

23                 A. Yes, copied to me.

24                 Q. For ease of reference, Mr. Romero,  
 25 I'm going to put Exhibit 6, that's the

1                   **J. ROMERO**  
 2 amendments to the Ross-BQHC affiliation  
 3 agreement and also the Ross-Wyckoff  
 4 affiliation agreement?

5                   A. I can only recall the Caritas  
 6 agreement. I'm not certain about the second  
 7 reference.

8                   Q. At least one of those documents  
 9 would be the amendment to the Ross-BQHC  
 10 agreement?

11                 A. The Ross-Caritas agreement.

12                 Q. That would be Romero Exhibit 6  
 13 entitled Amendment to Affiliation Agreement  
 14 between Ross University School of Medicine  
 15 and School of Veterinary Medicine and  
 16 Brooklyn Queens Health Care, Inc. through  
 17 Caritas Health Care?

18                 A. Yes.

19                 Q. Why was it that you know that Mr.  
 20 Goldberg was going to be signing these  
 21 agreements?

22                 A. I remember the particular day. Mr.  
 23 Singleton nor Dr. Lodha were present at the  
 24 time. We were instructed by Mr. Singleton  
 25 through Mr. Goldberg to take care of the

1                   **J. ROMERO**  
 2 amendment to the affiliation agreement  
 3 before you. Before I do that let's mark  
 4 this.

5                   (Document marked as Romero  
 6 Exhibit 28 for identification as  
 7 of this date.)

8                 Q. Exhibit 28, as marked by the court  
 9 reporter, is an e-mail string marked with  
 10 identification numbers BQHC 47571 and 572,  
 11 that is, is it not, copies of an e-mail  
 12 exchange between you, Mr. Goldberg, Mr.  
 13 Sarli, and Mr. Haas, H-A-A-S?

14                 A. Yes.

15                 Q. Who is Mr. Haas?

16                 A. I can only recall that he worked for  
 17 Mr. Goldberg.

18                 Q. You write in the top e-mail on  
 19 December 4, 2007, "Final signatures to be  
 20 made. Paul G will need to sign two docs  
 21 with me today. Wire is set up and will be  
 22 sent once the signatures are received." Do  
 23 you see that?

24                 A. Yes.

25                 Q. The two documents, are those the

1                   **J. ROMERO**  
 2 signatures through Mr. Goldberg's office.

3                 Q. So your contact on this signature  
 4 was from Mr. Goldberg?

5                 A. Yes.

6                 Q. I take it what he told you was that  
 7 Mr. Singleton was away from the hospitals,  
 8 so get the agreements to Mr. Goldberg for  
 9 signature?

10                 A. Someone had mentioned that Mr.  
 11 Goldberg would be handling it for Mr.  
 12 Singleton.

13                 Q. Do you remember who that was?

14                 A. No.

15                 Q. If we can refer back to the  
 16 amendment in Exhibit 6, please, the  
 17 amendment does, does it not, call for Ross  
 18 to make additional prepayments and get some  
 19 additional slots, correct?

20                 A. Yes.

21                 Q. Were you the one that presented the  
 22 final draft to Mr. Goldberg for signature or  
 23 was that something that Ms. Mullally did?

24                 A. Everything at that time was through  
 25 Ms. Mullally.

1 J. ROMERO  
2

3 Q. So it would have been the inhouse  
4 lawyer that gave it to him to be signed?  
5 A. And to myself, yes.

6 Q. Next question: Who gave it to you?  
7 A. Ms. Mullally.

8 Q. Did she instruct you to sign it?  
9 A. Yes.

10 Q. Let's take a ten-minute break.  
11 (Whereupon, a recess was taken.)

12 (Document marked as Romero  
13 Exhibit 29 for identification as  
of this date.)

14 Q. Mr. Romero, the court reporter has  
15 handed you a document that she has marked as  
16 Exhibit 29. It's an e-mail exchange between  
17 you and Mr. Singleton forwarding material  
18 you received from Dr. Chu. It's been marked  
19 BQHC 39559 through 39560. This is an e-mail  
20 that -- the last page has been redacted but  
21 appears to be one from Dr. Chu to you and  
22 Ms. Mullally, correct?

23 A. Yes.

24 Q. Looks like a draft agreement, red  
25 line and clean copy. The first page, is

1 J. ROMERO  
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3 Exhibit 30. It's been stamped with  
4 identification numbers ROSS 001564 and  
5 001565. This is, is it not, a copy of an  
6 e-mail that Claire Mullally sent to Wilfredo  
7 Raymundo, R-A-Y-M-U-N-D-O, with a copy to  
8 you and Dr. Chu?

9 A. Yes.

10 Q. And where I would like to direct  
11 your attention is to the name or signature  
12 block of Ms. Mullally. It lists her as  
13 interim counsel for Brooklyn Queens Health  
14 Care, Inc., Wyckoff Heights Medical Center,  
15 and Caritas. Earlier in your testimony, you  
16 said that Ms. Mullally was lawyer for  
17 Caritas. Does this refresh your  
18 recollection, sir, that she was also inhouse  
19 counsel for Brooklyn Queens Health Care and  
20 Wyckoff Heights Medical Center?

21 A. I was not aware that she was.

22 Q. The commercial deal points for the  
23 first amendment in Exhibit 6, were those  
24 points that were substantively negotiated  
25 between Dr. Chu and someone from the  
hospital other than you?

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3 that your e-mail forwarding on clean and red  
4 line to Mr. Singleton?

5 A. Yes.

6 Q. I guess from your indication in your  
7 note it is correct, is it not, that Ross had  
already signed the contract?

8 A. From my understanding, yes.

9 Q. And Claire would be Claire Mullally?

10 A. Yes.

11 Q. The question for Mr. Singleton is  
12 whether you and Mr. Goldberg should sign it  
13 at that point?

14 A. Yes.

15 Q. He indicates you got to wait until  
16 he gets back tomorrow.

17 A. Yes.

18 Q. Does it spark any recollection about  
19 how this actually happened?

20 A. No.

21 (Document marked as Romero  
22 Exhibit 30 for identification as  
23 of this date.)

24 Q. Mr. Romero, I'm handing you a  
25 document which has been marked as

1 J. ROMERO  
2

3 MR. LOUGHLIN: Objection to  
4 form. Do you understand the  
question?

5 THE WITNESS: If Dr. Chu  
6 discussed with other --

7 Q. I'm talking about the hospital side.  
8 Were you the deal point guy for the hospital  
9 with Dr. Chu or was there somebody else?

10 A. It would be Mr. Singleton as well.

11 Q. We've also marked as Exhibit 7 the  
12 second amendment to the affiliation  
13 agreement. The drafts of that agreement  
14 that went back and forth between the  
15 parties, were you the source of the exchange  
16 for the hospital side, or did Ms. Mullally  
17 or somebody else do that?

18 A. Ms. Mullally and I worked together  
19 in receiving the draft proposals.

20 Q. On the hospital side, who was  
21 responsible for the substance of the  
22 negotiation?

23 A. At that time, it was Mr. Singleton.

24 Q. Were you at all responsible for the  
25 substantive points?

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MR. LOUGHLIN: Objection to form. Can you answer the question?

MR. TZANETOPOULOS: Actually, I think he already has. I withdraw that. I think we did that early on. I apologize.

**Q. Again, you can look at this as much as you would like. Where I would like to direct your attention ultimately is to the provisions of the contract contained --**

MR. LOUGHLIN: Are you referring to the second amendment?

MR. TZANETOPOULOS: Yes, Exhibit 7, the second amendment. Portions on the exhibit, pages 3 and 4, under the heading, Litigation.

Take a minute, take a look, and then I'll ask you some questions.

**Q. At the time that Ross and BQHC signed Exhibit 7, AUC had sued Caritas and BQHC and Wyckoff, had it not?**

A. Yes.

**Q. Had you played a part in the discussions with AUC informing AUC that it**

**J. ROMERO**

amendment agreement with Ross or whether you know whether someone else participated in those discussions.

THE WITNESS: I was aware of it, I was aware of it.

**Q. Were you one of the ones that talked with AUC about prepaying the unamortized portion?**

A. I don't recall anything official to AUC.

**Q. But anything unofficial?**

A. I recall, I believe, a telephone discussion with an AUC employee that something in that nature is being discussed and that it's best to have a dialogue with Caritas administration.

**Q. With whom did you speak with?**

A. I believe I spoke with Ed Kulesa, former employee at Wyckoff who now works for AUC. K-U-L-E-S-A.

**Q. You were aware, were you not, that the hospitals did in fact attempt to return payment of the unamortized funds to AUC on**

**J. ROMERO**

**was the hospital's intention to prepay the AUC promissory note and provide those slots to a school other than the American University of the Caribbean?**

A. Could you repeat that question? (Whereupon, the referred question was read back by the Reporter.)

THE WITNESS: I don't recall that language.

**Q. To your understanding, were those discussions conducted either by Mr. Singleton or by counsel?**

A. I believe, from my recollection, these were discussed, all of these items were discussed, but I'm not particularly sure about the prepaying or the -- if you're referring to unamortized monies, to pay off unamortized monies, I was aware of that.

MR. LOUGHLIN: I think the question was whether you personally participated in discussing with AUC the steps that would be taken leading to Exhibit 7, the second

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**the promissory note, correct?**

A. I was aware of that.

**Q. And you were also aware, were you not, that hospital administration's plans for those slots were to sell them to Ross, correct?**

A. To replace vacated slots with the Ross amendment.

**Q. And in effect, hospital administration had, had it not, executed what in your e-mail in Exhibit 26 was your Plan B?**

A. A part of that.

**Q. Other than the change in price, was it essentially your Plan B?**

MR. LOUGHLIN: Meaning the second amendment?

MR. TZANETOPOULOS: Yes.

THE WITNESS: Essentially, yes.

**Q. By the time the parties signed the second amendment, as you testified, AUC had sued the hospital entities. Were you involved in the discussions with Ross about how to deal between the parties with the**

**J. ROMERO**

fact that AUC had sued?

A. Yes, to an extent, yes.

Q. With whom did you talk at Ross about that?

A. Dr. Chu, I believe, for the most part.

Q. And what were the substance of the conversations between you and Dr. Chu?

A. To my recollection, most of our discussions were directly just related to the vacated slots that are now available for Ross to fill and for Dr. Chu's department, the clinical department, to place their students at Caritas.

Q. Did you or Dr. Chu discuss the potential effect of an injunction should AUC have obtained an injunction in its suit on the ability to place those students?

A. I don't recall a direct discussion with me and Dr. Chu, but I do recall -- at that time I was aware of the possibility from what I have heard from Lee Barkan or Claire Mullally.

Q. Were the discussions about --

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MR. LOUGHLIN: Just don't discuss anything about communications with Mr. Barkan or Ms. Mullally. That's privileged communications.

Q. Were the discussions about how to deal about an injunction being had at least to your understanding between the lawyers for the two parties?

A. I have no idea.

Q. Would you have any idea as to who was conducting the discussions?

A. No.

Q. Is your only understanding of the communications between the parties about how to handle a potential injunction what was told to you by the hospital's lawyers?

A. No. I have no recollection of having anyone discuss the injunction with me directly.

Q. How about indirectly?

A. Or indirectly for that matter.

Q. The litigation section of the second amendment, Exhibit 7, between pages 3 and 4,

**J. ROMERO**

generally addresses what would happen if, and I'm quoting on page 3, "As a result of such injunction or other court order, BQHC is unable to provide 135 core clerkship slots to Ross guaranteed hereunder," and there is some -- what do you do if that happens.

MR. LOUGHLIN: To make sure that the record is clear, the last portion of the exhibit that you were reading from says that if those things happen, this amendment shall automatically terminate and be of no further force and effect except with respect to the indemnification.

MR. TZANETOPOULOS: It goes on to say much more than that but --

MR. LOUGHLIN: Well, that is the paragraph that you were reading from. That is the final sentence in that paragraph.

Q. Here is my question for you, Mr. Romero: After this agreement was signed, did in fact the hospitals provide

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ultimately 135 core rotations to Ross's students?

MR. LOUGHLIN: When you say the hospitals, you mean Caritas?

MR. TZANETOPOULOS: St. John's and Mary Immaculate.

THE WITNESS: Eventually we did. (Document marked as Romero Exhibit 31 for identification as of this date.)

Q. Mr. Romero, the court reporter has marked as Exhibit 31 a document has been stamped with identification number BQHC 49172. Is that an e-mail that you sent to Dr. Chu on May 23rd of 2008?

A. Yes.

Q. You write to Dr. Chu, "We will have a separate meeting with the chairs on that day." You go on to say that he should feel free to observe during the orientation on the given day. "Tom Singleton and the team (lawyer/myself) have discussed the issues including the recent preliminary injunction order and will keep all Ross students in the

**J. ROMERO**

core rotations at every rotation block scheduled," correct?

A. Correct.

Q. This was, was it not, an e-mail that you sent to Dr. Chu after the Federal District Court in Florida had entered on injunction on behalf of AUC, correct?

A. I'm not certain about the timeline.

Q. You are aware, are you not, that in fact the Federal District Court of Florida did have an injunction on behalf of AUC?

A. I am aware of that, yes.

Q. And the injunction required, did it not, that the AUC students continue to be provided slots at Mary Immaculate and St. John's?

A. I believe that was the directive.

Q. And I take it that posed a problem for you potentially because you had hoped to commit some of those slots to Ross, right?

A. It was a scheduling challenge.

Q. And the challenge being presented by the fact that Ross had paid money for slots that it hoped to be vacated but now weren't

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avoidance of confusion, what you meant, I think, is when you were referring to the scheduling challenge that you were able to accommodate the AUC and the Ross clerkships at least with respect to the core clerkships identified in the agreements; is that your testimony?

THE WITNESS: Yes. Thank you.

Q. Mr. Romero, the court reporter has handed you two documents that have been marked as Exhibits 32 and 33. Exhibit 32 is Plaintiff's Second Set of Interrogatories to Defendants, and Exhibit 33 is Defendant Wyckoff Heights Medical Center's Responses and Objections to Plaintiff's Second Set of Interrogatories. Mr. Romero, counsel told us, I think, at Mr. Garg's, G-A-R-G, deposition that you were given the task of providing the answers to these interrogatories; is that correct?

A. I was given this, yes.

Q. Let me start with interrogatory

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as a result of the injunction?

A. That's correct.

Q. What discussions did you have with the folks at Ross about how to address that challenge?

A. From my recollection, the cap at that time was released, and we kept the students at Caritas as scheduled. Ross would be sending the names of students and the number of students to Caritas, and we basically accommodated what they sent to us.

Q. So what the hospitals did was expand a number of clerks accommodated at the hospitals and then provide both schools with the appropriate numbers?

A. Based on the agreement, yes.

(Document marked as Romero Exhibit 32 and 33 for identification as of this date.)

THE WITNESS: I think when I mentioned agreement, what I meant was the number of core clerkships in the agreement.

MR. LOUGHLIN: Just for

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number 1. What is it that you did to arrive at the answers to interrogatory number 1? Take your time, read it and be familiar with it, and then we'll talk about how you got to answers.

A. Go ahead.

Q. What did you do to arrive at the answers to interrogatory number 1? Let's start with 1(a).

A. "The current maximum number of medical students for whom Wyckoff has the capacity to provide clinical clerkships at any one time is 406. If current business, political, and economic conditions remain unchanged, the maximum number of medical students for whom Wyckoff has the capacity to provide clinical clerkships at any one time will remain 406 through the year 2020."

MR. LOUGHLIN: His question was how did you determine that number?

THE WITNESS: This number is the current capacity at Wyckoff Heights Medical Center based on current resources, meaning personnel

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2 services and other than personnel  
3 services, faculty, classrooms, and  
4 the current policies of the New York  
5 State Education Department and other  
6 regulatory agencies.

7 It would be hard for us to  
8 determine anything past this year as  
9 far as determining what the number  
10 might be next year, so we arrived at  
11 this number as the status quo  
12 number, and if everything remains  
13 the same, I believe we will have the  
14 same number of clerkship positions.

15 Q. Do you presently, when schools  
16 provide the maximum that they provide  
17 whatever medical students make arrangements  
18 with you if they do, max out at 406?

19 A. I don't know of any number from  
20 anyone.

21 Q. Have you had this year 406 medical  
22 students in the building at any one time?

23 A. It's possible, yes.

24 Q. Have you ever had more?

25 A. Probably not.

1 J. ROMERO

2 core rotations, that the maximum is 1 is to  
3 8. So I can say that in medicine, in  
4 surgery, and pediatrics, and OB/GYN, and  
5 family medicine, these rotations were  
6 advised to use the 1 is to 8 ratio.

7 Q. And what ratios were used for the  
8 other rotations?

9 A. For the most part, elective  
10 rotations or subspecialty rotations use a  
11 range of 1 is to 4 or 1 is to 6. It  
12 fluctuates depending on staff vacation and  
13 the availability of faculty and space.

14 Q. Is it correct that the only prepaid  
15 clerkship contracts with a medical school  
16 for clerkships at Mary Immaculate and St.  
17 John's Queens Hospital were the contracts  
18 with Ross and AUC?

19 A. From my recollection, yes.

20 Q. Is it true that the only prepaid  
21 clerkship contract between a medical school  
22 and Wyckoff is that with Ross?

23 A. No.

24 Q. When plans were being made to close  
25 Mary Immaculate and St. John's, were you

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J. ROMERO

1 Q. The regulatory constraints that you  
2 speak of, what are the ratios that are  
3 involved?

4 A. From what I know, there are no  
5 specific limitations on the number of  
6 faculty to trainees. However, there are  
7 recommendations, and that is in the range of  
8 1 is to 8, one faculty member to eight  
9 trainees.

10 Q. And was that number, this 406  
11 number, calculated using that 1 to 8 ratio?

12 A. Yes, and even more conservative  
13 formula. The range is 1 is to 4 to 1 is to  
14 8 depending on the rotation.

15 Q. And you used the 1 to 8 or the 1 to  
16 4 ratio?

17 A. Depending on the rotation, we would  
18 use 1 is to 8 on some and on other  
19 rotations, 1 is to 4.

20 Q. To get to 406, on which rotations  
21 did you use which ratios?

22 A. We currently base it on the number  
23 of students that the chairman can take at  
24 any given time. We did say to them, to the

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J. ROMERO

1 given any tasks in connection with what to  
2 do with the medical students doing rotations  
3 at those hospitals?

4 A. Yes.

5 Q. What tasks?

6 A. To complete and secure their files.

7 Q. Were you given any other tasks?

8 A. During the time leading to the  
9 closure of Mary Immaculate and St. John's  
10 Hospital, we asked the subspecialty  
11 departments to stop scheduling medical  
12 students past a time in the future for the  
13 electives.

14 Q. Did you make such an instruction  
15 with respect to the core rotations?

16 A. None that I can recall. It was our  
17 aim to continue the core rotations.

18 Q. And how were you going to do that  
19 with the hospitals being closed?

20 A. I'm sorry, I was talking about the  
21 time leading to the closure.

22 Q. I'm sorry. In layman's terms, was  
23 the plan to shut down the cores a little  
24 earlier or rather shut down the electives a

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little earlier and run the course as long as you could?

A. We had the rotation blocks, and our immediate plan was to ensure that all rotation blocks -- as long as the hospital is open, we would maintain a complete rotation block for each core and elective.

Q. The defendants in this case have produced documents that laid out in writing plans for closing St. John's and Mary Immaculate, and there's discussions with some of those plans about what to do with those medical students. Did you participate in providing information on any of those plans?

A. I don't recall any particular requests, but I may have given information on the number of medical students we had at Caritas.

Q. When you were providing information for those plans, to whom did you provide the information?

A. From what I recall, I probably provided them to Mr. Singleton or his staff,

**J. ROMERO**

A. Yes.

Q. After they left, who did you understand to be in charge of hospital administration?

MR. LOUGHLIN: Which hospital?

MR. TZANETOPOULOS: Any of them.

THE WITNESS: Caritas was, in my recollection now, being run by Chris Mastromano for Mary Immaculate and Annette Hastings at St. John's Queens Hospital, and they did report to William Buzz Dowling and John Lavan, but that's the extent of what I know.

Q. How about at Wyckoff? After Mr. Singleton left, who was in charge at Wyckoff?

A. If I recall, the administrator at that time was Rajiv Garg, R-A-J-I-V, G-A-R-G.

Q. And in the time between when Mr. Singleton and the folks from FTI left the hospital administration for any of these entities and the time Caritas hospitals

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I'm not sure, but certainly to Dr. Denton.

Q. Let me help you with the time frame a little bit. Mr. Singleton, I believe the documents reflect, and FTI were out of the hospitals in fall of 2008. Hospitals closed February/March 2009. If you want some names of the people who you dealt with over there, see if it helps your recollection, there is a John Kastanis, K-A-S-T-A-N-I-S, Buzz Dowling, D-O-W-L-I-N-G, Dr. Denton, D-E-N-T-O-N. Did you deal with any of those folks in closure planning?

A. I believe I dealt with Dr. Denton. I don't recall any of other two other gentlemen you mentioned, but I also dealt with Chris Mastromano, M-A-S-T-R-O-M-A-N-O, who at the time was the administrator at Mary Immaculate Hospital.

Q. How about a John Lavan, L-A-V-A-N?

A. I haven't spoken with Mr. Lavan at all in my career.

Q. Do you now recall that before the hospitals were closed, Mr. Singleton and the folks at FTI left hospital administration?

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closed, were you ever present for any discussion in which anybody suggested that the contracts we have marked as Exhibits 5, 6, or 7 were unauthorized?

A. No.

Q. Have you ever been present during that time frame for a discussion in which anybody ever suggested returning to Ross the money that it had paid under those contracts?

A. Could you kindly restate that?

Q. During the time between when Mr. Singleton and FTI left hospital administration for these entities, any of them, and the time the Caritas hospitals closed, were you ever present when anyone suggested that the money that Ross had paid under these contracts be returned to Ross?

A. No.

Q. Did you have discussions with anybody at Ross about what was going to happen to Ross's students who were in the middle of rotations when Mary Immaculate and St. John's Hospital closed?

## 1 J. ROMERO

2 A. Yes, to the extent of a concern of  
 3 clerkship placements for the students, I  
 4 did.

5 Q. With whom at Ross did you speak?

6 A. I believe it was with Dr. Enrique  
 7 Fernandez.

8 Q. What was the substance of the  
 9 conversation between you and Dr. Fernandez  
 10 on those topics?

11 A. From what I recall, I had asked Dr.  
 12 Fernandez about the future rotations of the  
 13 students that were at Caritas at that time.  
 14 I offered my assistance, both personal and  
 15 through my office, as to -- I offered my  
 16 assistance as to how I can maybe assist him  
 17 in scheduling his students at that time.

18 Q. Were there in fact Ross medical  
 19 students at the Caritas hospitals who were  
 20 in rotation at the time the hospitals  
 21 closed?

22 A. I believe there were some.

23 Q. Were any of those students placed at  
 24 Wyckoff to complete their rotations?

25 A. Yes.

## 1 J. ROMERO

2 Ross students who are occupying clerkship  
 3 slots at Wyckoff?

4 A. Approximately 110 students at any  
 5 given day or month at Wyckoff.

6 Q. Let me direct your attention to the  
 7 document that's been marked as Romero  
 8 Exhibit 5, and in particular -- I'll show it  
 9 to you and what we can do is look at it side  
 10 by side. Directing your attention to the  
 11 page which is Bates stamped ROSS 0064, I'll  
 12 read this in order to make sure it's clear  
 13 what I'm referring you to. It says, "Absent  
 14 material breach of this agreement by the  
 15 university, the hospitals," which is a  
 16 defined term under the agreement as the  
 17 Caritas hospitals, "shall not withhold  
 18 services while the hospitals remain  
 19 operative. In the event the hospitals are  
 20 not operative, and the university is not in  
 21 material breach of the agreement, BQHC  
 22 agrees to provide the university with an  
 23 equivalent number of clerkships as agreed to  
 24 herein at one or more of its other  
 25 facilities."

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2 Q. How many?

3 A. I don't recall the number.

4 Q. Who made the arrangements for those  
 5 rotations to be completed at Wyckoff?

6 A. Dr. Fernandez and I discussed it  
 7 from the hospital side. I asked the  
 8 chairman of the departments to take some of  
 9 the students.

10 Q. From the hospital side, was anybody  
 11 else involved in that decision other than  
 12 you and each of the department chairs?

13 A. No.

14 Q. I believe those are all the  
 15 questions I have for Mr. Romero today.

16 EXAMINATION BY

17 MR. LOUGHIN:

18 Q. Maybe I'll just follow up with one  
 19 or two things. Mr. Romero, you made  
 20 reference to the capacity of clerkships at  
 21 Wyckoff to be approximately 406. Are there  
 22 Ross students who are occupying some of  
 23 those clerkships today?

24 A. Yes.

25 Q. Can you approximate the number of

## 1 J. ROMERO

2 My question to you, Mr. Romero, is  
 3 during the period that you were in  
 4 discussions with people at Ross, in November  
 5 and December 2006, did anyone from Ross at  
 6 any time, either in an e-mail, or telephone  
 7 conversation, or otherwise, bring this  
 8 language to your attention?

9 MR. TZANETOPOULOS: Object to  
 10 the form.

11 THE WITNESS: The answer is no.

12 Q. In your discussions in November and  
 13 December 2006 with people from Ross leading  
 14 to this affiliation agreement, which was  
 15 executed on December 28, 2006, do you recall  
 16 any conversation with anyone in which you  
 17 were told in substance that Ross needed to  
 18 have a provision in the affiliation  
 19 agreement, which indicated that BQHC would  
 20 have an obligation to find replacement  
 21 clerkships for Ross students in the event  
 22 the Caritas hospitals closed?

23 MR. TZANETOPOULOS: Object to  
 24 the form.

25 THE WITNESS: No.

1 J. ROMERO

2 MR. LOUGHLIN: I just have one  
3 exhibit that I would like to have  
4 marked as the next numbered exhibit.

5 (Document marked as Romero  
6 Exhibit 34 for identification as  
7 of this date.)

8 Q. I'm placing before you a document  
9 which has been marked as Exhibit 34 of your  
10 deposition. You had earlier testified that  
11 it was your practice when you had telephone  
12 conversations with representatives of Ross  
13 that you would take notes and then translate  
14 those notes into an e-mail.

15 A. Yes.

16 Q. And is Exhibit 34 an example of that  
17 practice?

18 A. Yes.

19 Q. I have nothing further.

20 EXAMINATION BY

21 MR. TZANETOPOULOS:

22 Q. Mr. Romero, let me refer you back to  
23 Deposition Exhibit Number 20. It's the  
24 e-mail exchange between you and Dr. Shepherd  
25 and the red line that we discussed earlier.

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2 In particular, I would like to call your  
3 attention to the page marked ROSS 8491. Are  
4 you there with me?

5 A. Yes.

6 Q. Mr. Loughlin asked whether your  
7 attention had been called by anything Ross  
8 did, I think, or something to that effect,  
9 to the language he pointed out in the final  
10 agreement, Exhibit 5. This red line  
11 contains, does it not, markings showing that  
12 Ross proposed to add that very language,  
13 correct?

14 MR. LOUGHLIN: I'll stipulate  
15 that in this exhibit the language  
16 that I just read is redlined.

17 Q. My question for Mr. Romero is that  
18 was called out in this very draft, was it  
19 not?

20 MR. LOUGHLIN: Objection to the  
21 form.

22 THE WITNESS: It is on this  
23 page.

24 Q. And marked as a proposed insertion;  
25 is that correct?

1 J. ROMERO

2 MR. LOUGHLIN: It's redlined.  
3 THE WITNESS: It is part of the  
4 discussion, yes.

5 MR. TZANETOPOULOS: I'm done.  
6 Thank you.

7 (Whereupon, at 4:15 p.m., the  
8 examination of this witness was  
9 concluded.)

---

JULIUS ROMERO

14 Subscribed and sworn to before me  
15 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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17 NOTARY PUBLIC

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1 CERTIFICATE  
 2  
 3 STATE OF NEW YORK )  
 4 ss.:  
 5 COUNTY OF NEW YORK )  
 6  
 7 I, BINITA SHRESTHA, a Notary Public  
 8 for and within the State of New York, do  
 9 hereby certify:  
 10 That the witness whose examination  
 11 is hereinbefore set forth was duly sworn and  
 12 that such examination is a true record of  
 13 the testimony given by that witness.  
 14 I further certify that I am not  
 15 related to any of the parties to this action  
 16 by blood or by marriage and that I am in no  
 17 way interested in the outcome of this  
 18 matter.  
 19 IN WITNESS WHEREOF, I have hereunto  
 20 set my hand this 1st day of July, 2011.  
 21  
 22  
 23 BINITA SHRESTHA  
 24  
 25

1	I N S E R T S	
2	DESCRIPTION	PAGE/LINE
3	None	
4		
5	R E Q U E S T S F O R P R O D U C T I O N	
6	DESCRIPTION	PAGE
7	None	
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9	Q U E S T I O N S M A R K E D F O R	
10	R U L I N G	
11	QUESTIONING ATTORNEY	PAGE/LINE
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1 STATE OF NEW YORK )  
 2 ss.:  
 3 COUNTY OF NEW YORK )  
 4  
 5 I wish to make the following changes,  
 6 for the following reasons:  
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 8 PAGE LINE  
 9 CHANGE: \_\_\_\_\_  
 10 REASON: \_\_\_\_\_  
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 21 CHANGE: \_\_\_\_\_  
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